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May 13, 2013

Hon. James Allison, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and AT&T Corp.*
Docket No. 13-00077

Dear Chairman Allison:

Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and AT&T Corp.* ("Cricket").

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T Tennessee and AT&T Corp. within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. AT&T Corp. and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

The Amendment reflects the name change of AT&T Communications of the South Central States, LLC to AT&T Corp.

AT&T Tennessee respectfully requests that the Authority approve the Agreement and the Amendment.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Joelle Phillips", written over a circular stamp or seal.

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and AT&T Corp.*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION
AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE AND AT&T CORP.**

AT&T Tennessee ("AT&T TN") and ("AT&T Corp") file this request for approval of the [Amendment to the]Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T Corp. and AT&T TN state the following:

1. AT&T Corp. and AT&T TN have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T TN and the resale of AT&T TN's telecommunications services to AT&T Corp. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an Amendment to the Agreement which reflects the name change of AT&T Communications of the South Central States, LLC to AT&T Corp. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Corp. and AT&T TN are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T TN and AT&T Corp. within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that

the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. AT&T Corp. and AT&T TN aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T TN shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

AT&T Corp. and AT&T TN respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: 

Joelle Phillips
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Attorney for AT&T TN

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
AT&T CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Tennessee ("AT&T TENNESSEE") (previously referred to as BellSouth Telecommunications, Inc.) and AT&T Corp. (f/k/a AT&T Communications of the South Central States, LLC), is hereby amended as follows:

WHEREAS, AT&T TENNESSEE and AT&T Communications of the South Central States, LLC are the parties to that certain "Interconnection Agreement" approved as of June 12, 2006 (the "Agreement"); and

WHEREAS, AT&T Communications of the South Central States, LLC has changed its name to "AT&T Corp.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T TENNESSEE and AT&T Communications of the South Central States, LLC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp."
2. AT&T TENNESSEE shall reflect that name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp." only for the main billing account (header card) for each of the accounts previously billed to AT&T Communications of the South Central States, LLC. AT&T TENNESSEE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T TENNESSEE's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, AT&T Corp. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by AT&T Communications of the South Central States, LLC with AT&T TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. AT&T Communications of the South Central States, LLC affirms, represents, and warrants that AT&T Communications of the South Central States, LLC has applied to the issuing entities of the ACNA and OCN; Telcordia and NECA respectively, to reflect that name change from "AT&T Communications of the South Central States, LLC" to "AT&T Corp."
4. Once this Amendment is effective, AT&T Corp. shall operate with AT&T TENNESSEE under the "AT&T Corp." name for those accounts. Such operation shall include, by way of example only, submitting orders under AT&T Corp., and labeling (including re-labeling) equipment and facilities with AT&T Corp.
5. AT&T Corp. is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by AT&T Corp., or by AT&T TENNESSEE on behalf of AT&T Corp., for updating billing accounts and End User records.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

AT&T Corp.

Signature: Name: EILEEN M. OAKLEY
(Print or Type)Title: EXECUTIVE DIRECTOR
(Print or Type)Date: 29 APRIL 2013BellSouth Telecommunications, LLC d/b/a AT&T Tennessee
by AT&T Services, Inc., its authorized agentSignature: Name: Patrick Doherty
(Print or Type)Title: Director - Regulatory
(Print or Type)Date: 5-8-13

State	Resale OCN
TENNESSEE	7421

Description	ACNA Code
ACNA	ATX

CERTIFICATE OF SERVICE

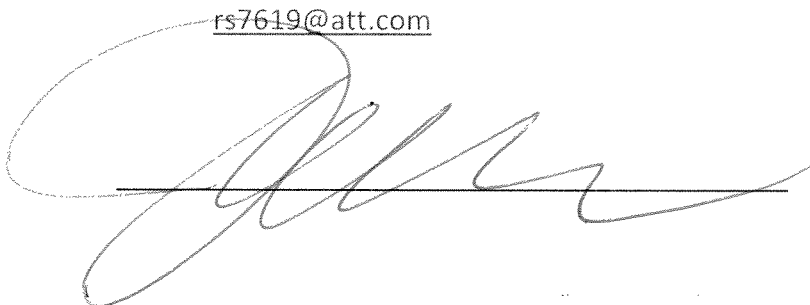
I hereby certify that on May 13, 2013, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Corbin Coombs
Director-Product Mktg Mgmt
225 W. Randolph St., #17A
Chicago, IL 60606
cc2862@att.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Roberta Stevens
Lead Carriers Relations Mgr
575 Morosgo Dr., NE, #5555
Atlanta, GA 30324
rs7619@att.com

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name Roberta Stevens.