



**Paul T. Stinson, P.E.**  
External & Legislative Affairs

AT&T Tennessee  
333 Commerce Street  
Suite 2102  
Nashville, TN 37201-1800

T: 615.214.3839  
F: 615.214.8867  
paul.stinson@att.com  
www.att.com

filed electronically in docket office on 12/04/13

December 2, 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 MegaPath Corporation*  
Docket No. 13-00146

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 MegaPath Corporation* ("MegaPath").

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 MegaPath 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. MegaPath and AT&T Tennessee aver that the Agreement is consistent with the standards for approval.

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

Very truly yours,

Paul Stinson

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

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

Docket No. \_\_\_\_\_

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

AT&T Tennessee ("AT&T") and MegaPath Corporation (fka DIECA Communications, Inc. dba Covad Communications Company ("MegaPath")) 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, MegaPath and AT&T state the following:

1.       MegaPath and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to MegaPath. 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 memorializes the name change of MegaPath. 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, MegaPath and AT&T 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 and MegaPath 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. MegaPath and AT&T 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 shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

Paul Stinson

333 Commerce Street, Suite 2102

Nashville, Tennessee 37201-3300

(615) 214-3839

# AMENDMENT

## BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,  
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE

## AND

MEGAPATH CORPORATION



Signature: eSigned - Katherine K. MudgeSignature: eSigned - William A. BockelmanName: eSigned - Katherine K. Mudge  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: Vice President-Regulatory Affairs & Litigation  
(Print or Type)Title: Director  
(Print or Type)Date: 20 Nov 2013Date: 21 Nov 2013**MegaPath Corporation**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	N/I	7871
FLORIDA	8424	7871
GEORGIA	8424	7871
KENTUCKY	8424	7871
LOUISIANA	N/I	7871
MISSISSIPPI	N/I	7871
NORTH CAROLINA	8424	7871
TENNESSEE	N/I	7871

Description	ACNA Code(s)
ACNA(s)	OVC

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,  
AT&T SOUTH CAROLINA AND AT&T TENNESSEE  
AND  
MEGAPATH CORPORATION**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE") (previously referred to as BellSouth Communications, LLC) and MegaPath Corporation (f/k/a DIECA Communications, Inc. d/b/a Covad Communications Company), is hereby amended as follows.

**WHEREAS**, AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE and DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad Communications") are the parties to that certain "Interconnection Agreement" effective as of August 24, 2007 (the "Agreement"); and

**WHEREAS**, Covad Communications has changed its name to "MegaPath Corporation", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE and MegaPath hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "DIECA Communications, Inc. d/b/a Covad Communications Company" to "MegaPath Corporation."
2. AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE shall reflect that name change from "DIECA Communications, Inc. d/b/a Covad Communications Company" to "MegaPath Corporation" only for the main billing account (header card) for each of the accounts previously billed to Covad Communications. AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND 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, MegaPath affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Covad Communications with AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, MegaPath shall operate with AT&T ALABAMA, FLORIDA, GEORGIA, KENTUCKY, LOUISIANA, MISSISSIPPI, NORTH CAROLINA, SOUTH CAROLINA AND TENNESSEE under the "MegaPath Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under MegaPath, and labeling (including re-labeling) equipment and facilities with MegaPath. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-22STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable

processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-22STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

4. The Parties agree to replace the language in Section 20.0 Notices with the following:

#### 20.0 Notices

20.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

20.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

20.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 20.3 below.

20.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 20.3 below.

20.2 Notices will be deemed given as of the earliest of:

20.2.1 the date of actual receipt;

20.2.2 the next Business Day when sent via express delivery service;

20.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or

20.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

20.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-22STATE.

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Katherine K. Mudge Vice President – Regulatory Affairs & Litigation
STREET ADDRESS	1835-B Kramer Lane, Suite 100
CITY, STATE, ZIP CODE	Austin, TX 78758
PHONE NUMBER*	512.794.6197
FACSIMILE NUMBER	512.794.6006
EMAIL ADDRESS	Katherine.mudge@megapath.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza

CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

\*Informational only and not to be considered as an official notice vehicle under this Section.

20.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 20.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

20.5 AT&T-22STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. 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 ("Effective Date").

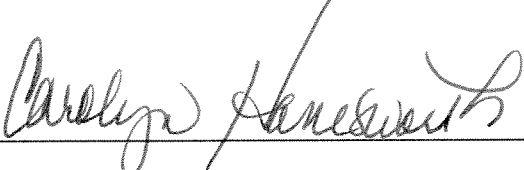


**CERTIFICATE OF SERVICE**

I hereby certify that on December 4, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Ms. Katherine K. Mudge  
VP-Regulatory Affairs/Litigation  
MegaPath Corporation  
2111 W. Braker Lane, #100  
Austin, TX 78758  
[kmudge@covad.com](mailto:kmudge@covad.com)



---