



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

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March 4, 2014

Hon. James Allison, Chairman  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and DeltaCom, Inc.*  
Docket No. 14-00018

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 DeltaCom, Inc.* ("DeltaCom").

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

The Amendment changes DeltaCom's name to DeltaCom, LLC dba EarthLink Business and updates Notices information.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Paul Stinson", written in a cursive style.

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 DeltaCom, Inc.*

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

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

AT&T Tennessee ("AT&T") and DeltaCom, Inc. ("DeltaCom") 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, DeltaCom and AT&T state the following:

1. DeltaCom 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 DeltaCom. 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 changes DeltaCom's name to DeltaCom, LLC dba EarthLink Business and updates Notices information. 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, DeltaCom 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 DeltaCom 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. DeltaCom 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.

DeltaCom 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 TENNESSEE**

## **AND**

**DELTACOM, LLC D/B/A EARTHLINK BUSINESS**



Signature: eSigned - John T. DobbinsSignature: eSigned - William A. BockelmanName: eSigned - John T. Dobbins  
(Print or Type)Name: eSigned - William A. Bockelman  
(Print or Type)Title: SVP Network and Access Management  
(Print or Type)Title: Director  
(Print or Type)Date: 24 Feb 2014Date: 25 Feb 2014**DeltaCom, LLC d/b/a EarthLink Business****BellSouth Telecommunications, LLC d/b/a AT&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent**

State	Resale OCN	ULEC OCN	CLEC OCN
TENNESSEE	7727	7727	4622

Description	ACNA Code(s)
ACNA(s)	DLT

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

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T TENNESSEE") and DeltaCom, LLC d/b/a EarthLink Business (f/k/a DeltaCom, Inc.), is hereby amended as follows.

**WHEREAS**, AT&T TENNESSEE and DeltaCom, Inc. ("DeltaCom, Inc.") are the parties to that certain "Interconnection Agreement" approved as of November 7, 2011 (the "Agreement"); and

**WHEREAS**, DeltaCom, Inc. has changed its name to "DeltaCom, LLC d/b/a EarthLink Business", 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 DeltaCom, LLC d/b/a EarthLink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "DeltaCom, Inc." to "DeltaCom, LLC d/b/a EarthLink Business".
2. AT&T TENNESSEE shall reflect that name change from "DeltaCom, Inc." to "DeltaCom, LLC d/b/a EarthLink Business" only for the main billing account (header card) for each of the accounts previously billed to DeltaCom, Inc.. 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, DeltaCom, LLC d/b/a EarthLink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by DeltaCom, Inc. with AT&T TENNESSEE for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, DeltaCom, LLC d/b/a EarthLink Business shall operate with AT&T TENNESSEE under the "DeltaCom, LLC d/b/a EarthLink Business" name for those accounts. Such operation shall include, by way of example only, submitting orders under DeltaCom, LLC d/b/a EarthLink Business, and labeling (including re-labeling) equipment and facilities with DeltaCom, LLC d/b/a EarthLink Business. 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 delete and replace in its entirety Section 7 of the Interconnection Adoption Agreement with the following:
  - 7.1 Subject to Section 7.1.2, 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:
    - 7.1.1 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.

- 7.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 7.3 below.
- 7.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 7.3 below.
- 7.2 Notices will be deemed given as of the earliest of:
- 7.2.1 the date of actual receipt;
- 7.2.2 the next Business Day when sent via express delivery service;
- 7.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- 7.2.4 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.
- 7.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	John Ambrosi Director - Access Regulatory Management
STREET ADDRESS	330 Monroe Avenue
CITY, STATE, ZIP CODE	Rochester, NY 14607
PHONE NUMBER*	(585) 465-5481
FACSIMILE NUMBER	NA
EMAIL ADDRESS	John.Ambrosi@corp.earthlink.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 <sup>th</sup> 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.**

- 7.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 7.5 AT&T-9STATE 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 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 fifteen (15) days following approval by such Commission ("Effective Date").



**CERTIFICATE OF SERVICE**

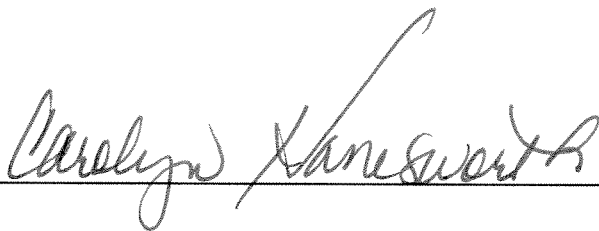
I hereby certify that on March 4, 2014, a copy of the foregoing document was served on the following, via the method indicated:

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

John T. Dobbins  
SVP, Network/Access Management  
DeltaCom, LLC  
330 Monroe Ave  
Rochester, NY 14607  
[jdobbins@corp.earthlink.com](mailto:jdobbins@corp.earthlink.com)

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

John Ambrosi  
Director, Access/Regulatory Management  
DeltaCom, LLC  
330 Monroe Ave  
Rochester, NY 14607  
[john.ambrosi@corp.earthlink.com](mailto:john.ambrosi@corp.earthlink.com)

  
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