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November 19, 2014

Hon. Herbert Hilliard, 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 Business Telecom, LLC dba EarthLink Business III*
Docket No. 14-00140

Dear Chairman Hilliard:

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 Business Telecom, LLC dba EarthLink Business III* ("Business Telecom").

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 Business Telecom 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. Business Telecom 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,

A handwritten signature in dark ink that reads "Paul Stinson". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

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 Business Telecom, LLC dba EarthLink Business III*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN
AT&T TENNESSEE AND BUSINESS TELECOM, LLC DBA EARTHLINK BUSINESS III**

AT&T Tennessee ("AT&T") and Business Telecom, LLC dba EarthLink Business III ("Business Telecom") 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, Business Telecom and AT&T state the following:

1. Business Telecom 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 Aero. 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 adds the dba of "EarthLink Business III" and changes the entity type to LLC. 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, Business Telecom 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 Business Telecom 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. Business Telecom 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.

Business Telecom 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

BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS III



Signature: eSigned - Jeanne DaleSignature: eSigned - William A. BockelmanName: eSigned - Jeanne Dale
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Vendor Relations & Access Regulatory
(Print or Type)Title: Director
(Print or Type)Date: 18 Nov 2014Date: 18 Nov 2014**Business Telecom, LLC d/b/a EarthLink
Business III****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	7796	7795	7795

Description	ACNA Code(s)
ACNA(s)	BTM

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T TENNESSEE
AND
BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS III**

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

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

WHEREAS, Business Telecom has changed its name to "Business Telecom, LLC d/b/a EarthLink Business III", 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 Business Telecom, LLC d/b/a EarthLink Business III hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business III".
2. AT&T TENNESSEE shall reflect that name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business III" only for the main billing account (header card) for each of the accounts previously billed to Business Telecom. 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, Business Telecom, LLC d/b/a EarthLink Business III affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Business Telecom 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, Business Telecom, LLC d/b/a EarthLink Business III shall operate with AT&T TENNESSEE under the "Business Telecom, LLC d/b/a EarthLink Business III" name for those accounts. Such operation shall include, by way of example only, submitting orders under Business Telecom, LLC d/b/a EarthLink Business III, and labeling (including re-labeling) equipment and facilities with Business Telecom, LLC d/b/a EarthLink Business III. 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-21STATE 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-21STATE 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. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.

7. 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.

CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2014, a copy of the foregoing document was served on the following, via the method indicated:

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

Ms. Jeanne Dale, Vice President
Mr. John T. Ambrosi, Director
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Rochester, NY 14607
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