



Dennis Wagner
External & Legislative Affairs

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

T: 615.214.4066
F: 615.214.8867
dennis.wagner@att.com
www.att.com

April 13, 2015

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 T-Mobile USA, Inc,*
Docket No. 15-00045

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 T-Mobile USA, Inc, ("T-Mobile")*.

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

The amendment provides for the parties to share proportionately in the recurring costs of two-way and one-way interconnection facilities.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Dennis Wagner", written over a horizontal line.

Dennis Wagner

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and T-Mobile USA, Inc.*

Docket No. 15-00022

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

AT&T Tennessee ("AT&T") and T-Mobile USA, Inc. ("T-Mobile") 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, T-Mobile and AT&T state the following:

1. T-Mobile 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 T-Mobile. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an amendment to the Agreement providing for the parties to share proportionately in the recurring costs of two-way and one-way interconnection facilities.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, T-Mobile 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 T-Mobile 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. T-Mobile 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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

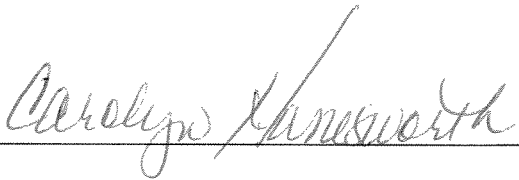
Dennis Wagner
333 Commerce Street, Suite 2102
Nashville, Tennessee 37201-3300
(615) 214-4066

CERTIFICATE OF SERVICE

I hereby certify that on April 13, 2015, a copy of the foregoing document was served on the following, via the method indicated:

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

Shelly Crabtree
T-Mobile USA, Inc
12920 SE 38th Street
Bellevue, WA 98006
shelly.crabtree@t-mobile.com



AMENDMENT

BETWEEN

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

AND

**POWERTEL/MEPHIS, INC., T-MOBILE CENTRAL, LLC., AND T-MOBILE
SOUTH, LLC**

DocuSigned by:
 Signature: Bryan Fleming
 277AF0A2E930495...
 Name: Bryan Fleming
 (Print or Type)
 Title: VP, Technical Systems & Business Ops
 (Print or Type)
 Date: 3/25/2015

T-Mobile USA, Inc. acting on behalf of
 PowerTel/Memphis, Inc., T-Mobile Central LLC
 and T-Mobile South LLC

T-Mobile Legal Approval By: 2015.03.25
16:38:12 -05'00'

State	OCN
FLORIDA	6529
GEORGIA	6529
KENTUCKY	6529
MISSISSIPPI	6529
NORTH CAROLINA	6529
SOUTH CAROLINA	6529
TENNESSEE	6529

Description	ACNA Code(s)
ACNA(s)	WCG

Signature: William A. Bockelman
 Name: William A. Bockelman
 (Print or Type)
 Title: Director
 (Print or Type)
 Date: 03/31/2015

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

**AMENDMENT TO THE AGREEMENT
BETWEEN
T-MOBILE USA, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH
CAROLINA, AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends 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 MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE ("AT&T") and T-Mobile USA, Inc acting on behalf of its operating subsidiaries including PowerTel/Memphis, Inc., T-Mobile Central LLC and T-Mobile South LLC ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service, dated May 8, 2003 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Replace Section VI. Compensation and Billing, B. Compensation of Facilities with the following:

B. Compensation of Facilities

1. The Parties agree to share proportionately in the recurring costs of two-way and one-way interconnection facilities.
 - a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic originating on AT&T's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Non-Access Telecommunications Traffic usage originated by AT&T, Carrier, and Intermediary Traffic to develop the percent of AT&T originated Non-Access Telecommunications Traffic.
 - b. AT&T will bill Carrier for the entire cost of the facility which includes all two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic and Intermediary Traffic. Carrier will then apply the AT&T originated percent against the Non-Access Telecommunications Traffic and Intermediary Traffic portion of the two-way and one-way interconnection facility charges billed by AT&T to Carrier. Carrier will invoice AT&T on a monthly basis this proportionate cost for the facilities utilized by AT&T.
2. The Parties agree to delete and replace in its entirety Section XXIX. Notices with the following:

XXIX.0 Notices

XXIX.1 Notices given by CMRS Provider to AT&T-21STATE 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:

XXIX.1.1 delivered by electronic mail.

XXIX.1.2 delivered by facsimile.

XXIX.2 Notices given by AT&T-21STATE to the CMRS Provider 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:

XXIX.2.3 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.

XXIX.3 Notices will be deemed given as of the earliest of:

XXIX.3.1 the date of actual receipt;

XXIX.3.2 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;

XXIX.3.3 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;

XXIX.3.4 the next Business Day when sent via express delivery service; or

XXIX.3.5 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service;

XXIX.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CMRS PROVIDER CONTACT
NAME/TITLE	T-Mobile USA, Inc.
STREET ADDRESS	12920 SE 38 th St.
CITY, STATE, ZIP CODE	Bellevue, WA 98006

NOTICE CONTACT	CMRS PROVIDER COPY CONTACT
NAME/TITLE	Director – Carrier Payment and Analysis
STREET ADDRESS	12920 SE 38 th St.
CITY, STATE, ZIP CODE	Bellevue, WA 98006

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

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

XXIX.5 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 XXIX.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.

XXIX.6 AT&T-21STATE communicates official information to CMRS Provider via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access 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.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
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. 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.