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May 21, 2014

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

Re: MPSC Case No. U-12627, Interconnection Agreement Between AT&T Michigan and New Edge Network, Inc. d/b/a New Edge

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Eleventh Amendment*** to the Interconnection Agreement by and between AT&T Michigan and New Edge Network, Inc. d/b/a New Edge. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's web site at:

http://efile.mpsc.cis.state.mi.us/efile/

Additional copies of the Agreement and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Very truly yours,

Mark R Ortlieb

cc: Jeanne Dale
Attachment

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of An Interconnection agreement between New Edge Network, Inc. d/b/a New Edge Network and Ameritech Michigan	)))))	Case No. U-12627

JOINT APPLICATION

AT&T Michigan[1] and New Edge Network, Inc. hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Eleventh Amendment to the interconnection agreement between the parties heretofore approved by the Commission on October 6, 2000 (Agreement). In support of this joint application, AT&T Michigan and New Edge Network, Inc. state as follows:

1. The parties have entered into good faith negotiations and have executed an Eleventh Amendment to the Agreement. The Eleventh Amendment to the Agreement, fully executed as of May 15, 2014, changes the carrier name in the underlying agreement to Earthlink Business, LLC. A copy of the Eleventh Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Eleventh Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Eleventh Amendment meets all statutory criteria for Commission approval.

[1] Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and New Edge Network, Inc. jointly request Commission approval of the Eleventh Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

New Edge Network, Inc.

eSigned - Jeanne Dale

Jeanne Dale
330 Monroe Avenue
Rochester, New York 14607
(585) 530-2910

Counsel for AT&T Michigan

Mark R. Ortlieb (P34962)
221 N. Washington Square
Lansing, Michigan 48933
(517) 334-3425

Dated: May 21, 2014

Exhibit A
Case No. U-12627

ELEVENTH AMENDMENT

Executed as of May 15, 2014

TO

INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

NEW EDGE NETWORK, INC.
d/b/a
NEW EDGE

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

EARTHLINK BUSINESS, LLC

Signature: eSigned - Jeanne Dale

Name: eSigned - Jeanne Dale
(Print or Type)

Title: VP Vendor Relations & Access Regulatory
(Print or Type)

Date: 12 May 2014

Earthlink Business, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 15 May 2014

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	2932	- - -	2832
CONNECTICUT	2932	- - -	331E
ILLINOIS	2932	- - -	3416
INDIANA	2932	- - -	3426
MICHIGAN	2932	- - -	3855
NEVADA	2932	- - -	3419
OHIO	2932	- - -	3858
WISCONSIN	2932	- - -	2932

Description	ACNA Code(s)
ACNA(s)	NGE

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN
AND
EARTHLINK BUSINESS, LLC

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN (previously referred to as "Ameritech Wisconsin") ("AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN") and Earthlink Business, LLC (f/k/a New Edge Network, Inc.), is hereby amended as follows.

WHEREAS, AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN and New Edge Network, Inc. ("New Edge") are the parties to that certain "Interconnection Agreement" effective as of March 15, 2000 (the "Agreement"); and

WHEREAS, New Edge has changed its name to "Earthlink Business, LLC," and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN and Earthlink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "New Edge Network, Inc." to "Earthlink Business, LLC."

2. AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN shall reflect that name change from "New Edge Network, Inc." to "Earthlink Business, LLC" only for the main billing account (header card) for each of the accounts previously billed to New Edge. AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN'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, Earthlink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by New Edge with AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Earthlink Business shall operate with AT&T CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MICHIGAN, NEVADA, OHIO AND WISCONSIN under the "Earthlink Business, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Earthlink Business, and labeling (including re-labeling) equipment and facilities with 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 17 of the General Terms and Conditions with the following:

17.0 Notices

17.1 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:

17.1.1 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.

17.1.2 delivered by facsimile provided CLEC and/or AT&T-22STATE has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-22STATE has provided such information in section 17.3 below.

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

17.2.1 the date of actual receipt;

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

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

17.2.4 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.

17.2.5 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.

17.3 Notices will be addressed to the Parties as follows:

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

17.4 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 17.0. 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.

17.5 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 California, Connecticut, Illinois, Indiana, Michigan, Ohio, Nevada, and Wisconsin State Commissions. In the States of Illinois, Indiana, Michigan and Nevada the Amendment shall become effective ten (10) days following approval by such Commissions. In the State of Connecticut this Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. In the State of Ohio, based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. In the State of California, pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. In the State of Wisconsin, pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Dates").