

Eric Fryson

120224-TP

From: YANT, ROBYN [rh0582@att.com]
Sent: Monday, August 20, 2012 11:23 AM
To: Filings@psc.state.fl.us
Subject: Adoption: AT&T & RCLEC, Inc.

Attachments: img-820110351-0001.pdf



img-82011035
001.pdf (450 KI)

-----Original Message-----

From: OMT
Sent: Monday, August 20, 2012 11:04 AM
To: YANT, ROBYN
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 5
Attachment File Type: PDF

Device Name: WorkCentre 5225A
Device Location:

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DOCUMENT NUMBER-DATE
05711 AUG 20 09
FPSC-COMMISSION CLERK



AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5555
F: 850.222.8640
www.att.com

August 20, 2012

Mrs. Ann Cole
Director, Division of The Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Notice of the Adoption of interconnection, unbundling, resale and collocation agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and New Talk, Inc. by RCLEC, Inc.

Dear Mrs. Cole:

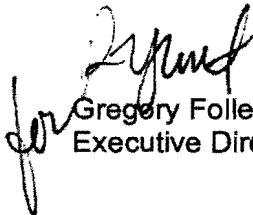
BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by RCLEC, Inc of the Interconnection, Unbundling, Resale, and Collocation Agreement for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and New Talk, Inc., which was filed with this Commission on July 9, 2009 in Docket No. 090364-TP.

RCLEC, Inc. is adopting the agreement and all amendments (if applicable), as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and one (1) copy of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and RCLEC, Inc, for your records.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

Very truly yours,


Gregory Follensbee
Executive Director

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MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between RCLEC, Inc. ("CLEC"), a Delaware Corporation on behalf of itself, and BellSouth Telecommunications, LLC d/b/a AT&T Florida, ("AT&T"), (previously referred to as BellSouth Telecommunications, Inc.) having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and New Talk, Inc. dated June 19, 2009 for the State of Florida ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Florida;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC and AT&T hereby agree as follows:

1. **AT&T-STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated June 19, 2009 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
New Talk, Inc. Agreement

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.
4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be August 29, 2013.
5. In the event that a voluntary or involuntary petition has been or is in the future filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's adoption of this MFN Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's adoption of this MFN Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's prior agreement shall remain in full force and effect and shall constitute monetary obligations of the parties under this MFN Agreement. In the event that this MFN Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption.

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6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

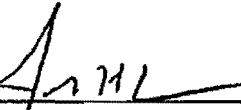
To CLEC:


Mike Mulkey
Regulatory and Carrier Relations
1400 Fashion Boulevard, 6th Floor
San Mateo, California 94404
Facsimile Number: 650-763-3766

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

RCLEC, Inc.

BellSouth Telecommunications, LLC d/b/a
AT&T Florida by AT&T Services, Inc., its
authorized agent

By: 

By: 

Name: John Marlow

Name: Patrick Doherty

Title: VP Corp. Dev & General Counsel

Title: Director - Regulatory

Date: 7/24/2012

Date: 7-25-12



EXHIBIT 1