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Ruth Nettles

From: Holland, Robyn P [rh0582@att.com]
Sent: Tuesday, May 12, 2009 12:01 PM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Filing of Adoption by AT&T

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(268 KB)

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

From: YANT; ROBYN [mailto:robyn.holland@att.com]
Sent: Tuesday, May 12, 2009 10:33 AM
To: YANT, ROBYN
Subject: 9100C Scan

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Number of pages: 9
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May 12, 2009

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 with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Hypercube Telecom, LLC by The Ultimate Connection, L.C. d/b/a DayStar Communications.

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 The Ultimate Connection, L.C. d/b/a DayStar Communications of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Hypercube Telecom, LLC, which was filed with this Commission on July 7, 2005 in Docket No. 050466-TP.

The Ultimate Connection, L.C. d/b/a DayStar Communications is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and The Ultimate Connection, L.C. d/b/a DayStar Communications, for your records.

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

Very truly yours,



Jerry D. Hendrix
Regulatory Vice President

DOCUMENT NUMBER-DATE
04559 MAY 12 8
FPSC-COMMISSION CLERK



WHOLESALE AGREEMENT

Customer Name: The Ultimate Connection, L.C. dba DayStar Communications

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04559 MAY 12 8
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CLEC Agreement with:

The Ultimate Connection, L.C. dba DayStar Communications

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission(s) and shall become effective ten (10) days after approval by such Commission(s) ("Effective Date"), is entered into by and between The Ultimate Connection, L.C. d/b/a Daystar Communications ("The Ultimate Connection"), a Florida corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), 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, The Ultimate Connection has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Hypercube Telecom, LLC fka KMC Data, LLC, dated June 30, 2005 for the State of Florida ("Interconnection Agreement").

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

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, The Ultimate Connection 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. The Ultimate Connection and AT&T shall adopt in its entirety the Interconnection Agreement 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 agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	3
Signature Page	1
Exhibit 1 Cover Page	1
Hypercube Telecom, LLC fka KMC Data, LLC Agreement	679
KMC Data, LLC-NC Rates, CCS 7 Rates & Replace ATT 3 Rates Amendment - Effective 12/14/05	65
KMC Data, LLC-GA UNE Rate Remand & Notices Change Amendment - Effective 3/31/06	19
KMC Data, LLC-Extension - Name Change Amendment - Effective 2/17/09	3
TOTAL	773

3. In the event that The Ultimate Connection 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 The Ultimate Connection under this MFN Agreement.
4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 3 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this Agreement, the expiration date shall be January 28, 2012.
5. The Ultimate Connection shall accept and incorporate any amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
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, or email if an email address is listed below, addressed to:

AT&T

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

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375


The Ultimate Connection, L.C. d/b/a Daystar Communications

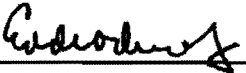
Steve Ward, Dir of Business Development
18215 Paulson Dr.
Port Charlotte, FL 33954
Telephone Number: 941-206-7810
Facsimile Number: 941-629-4452

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.

The Ultimate Connection, L.C. db/a
Daystar Communications

BellSouth Telecommunications, Inc. db/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee, by AT&T
Operations, Inc., its authorized agent

By: 
Name: Brian Scheffe
Title: President
Date: 4/15/09

By: 
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 4-28-09

OCN

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SECRET 1

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