

July 2, 2002

Ms. Lynda L. Dorr  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for Approval of an Amendment to an Interconnection Agreement between Wisconsin Bell Telephone Company, Inc. and PrimeCo Personal Communications, to change their name to Verizon Wireless Cellco Partnership d/b/a Verizon Wireless and to add ACNA and OCN language.

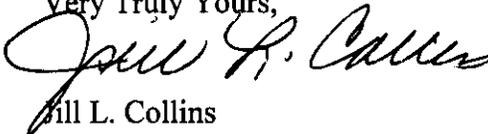
Dear Ms. Dorr:

Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, hereby requests approval pursuant to 47 U.S.C. 252, of the enclosed Amendment between Wisconsin Bell, Inc. and Verizon Wireless.

I have been authorized by Verizon Wireless to submit for Commission approval, pursuant to 47 U.S.C. s. 252(e), the enclosed Amendment. This Amendment changes the name from PrimeCo Personal Communications, L.P. to Verizon Wireless Cellco Partnership d/b/a/ Verizon Wireless and adds ACNA and OCN language.

I hereby certify that a copy of this filing has been served on:

John Clampitt, Manager  
Verizon Wireless  
2785 Mitchell Drive, MS 7-1  
Walnut Creek, CA 94598  
TN: 925-279-6266  
by first class mail on July 2, 2002

Very Truly Yours,  
  
Bill L. Collins

April 11, 2002

Jill Collins  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

Dear Ms. Collins:

Attached is an original of the signed Name Change Amendment and to add ACNA and OCN language to the Cellular/PCS Interconnection Agreement between Ameritech Wisconsin and PrimeCo Personal Communications, L.P. Information specific to the CLEC is:

Lead Negotiator:	Ann Long
Lead Negotiator Telephone:	415-542-0852

CLEC Officer Name:	John Clampitt Manager 2785 Mitchell Drive, MS 7-1 Walnut Creek, CA 94598 TN: 925-279-6266
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CLEC Attorney Name:	N/A
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If you have any questions, please call me on (214) 745-3758.

Brenda H. Grant  
Manager-Contract Processing

Attachment - Original of Signed Amendment

 LANA KAUT	(initial)	APR 02 2002
		Date
O. R. STANLEY 	(sign)	APR 02 2002
		Date

**EXECUTIVE SUMMARY**

**AMENDMENT**

**FOR**

**PRIMECO PERSONAL COMMUNICATIONS, L.P.  
WISCONSIN**

PrimeCo Personal Communications, L.P. has signed an Amendment to change their name from PrimeCo Personal Communications, L.P. to Verizon Wireless Cellco Partnership d/b/a Verizon Wireless and to add to the underlying Agreement the ACNA and OCN language is hereby agree as follows:

The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) and Operating Company Number (OCN) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

ACNA List: NVC  
PPM

OCN List: 6508

Marty Hotchkiss (214-464-8583) in Legal approved this Amendment.

Ann Long (415-542-0852) is the Lead Negotiator for PrimeCo Personal Communications, L.P.

**PREPARED BY AGNES OKOTIE (214-745-3756).**

**PLEASE RETURN TO CONTRACT PROCESSING CONTRACT PROCESSING AFTER  
SIGNATURE FOR FURTHER PROCESSING.**

**AMENDMENT**  
to the  
**TO CELLULAR/PCS INTERCONNECTION AGREEMENT –WISCONSIN**

by and between

**AMERITECH WISCONSIN**

**AND**

**PRIMECO PERSONAL COMMUNICATIONS, L.P.**

This Amendment to the Cellular/PCS Interconnection Agreement (the “**Amendment**”) is dated as of April 3, 2002, by and between **Ameritech Wisconsin** (“**Ameritech**”) and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless (f.k.a. PrimeCo Communications, L.P., with its principal offices at 2785 Mitchell Drive, Ms 7-1, Walnut Creek, CA 94598 (“**Verizon Wireless Cello Partnership d/b/a Verizon Wireless**”).

**WHEREAS**, Ameritech and PrimeCo Communications, L.P., are the parties to “**Cellular/PCS Interconnection Agreement**” dated as of October 23, 1997, (the “**underlying Agreement**”); and

**WHEREAS**, PrimeCo Communications, L.P., has changed its name to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless**”, and wishes to reflect that name change as set forth herein.

**WHEREAS**, the parties agree to add the ACNA and OCN language as attached hereto.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Ameritech and Verizon Wireless Cellco Partnership d/b/a Verizon Wireless hereby agree as follows:

1. (a) The underlying Agreement is hereby amended to reflect the name change from “**PrimeCo Communications, L.P.,**” to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless.**”
- (b) Ameritech shall reflect the name change from “**PrimeCo Communications, L.P.,**” to “**Verizon Wireless Cellco Partnership d/b/a Verizon Wireless**” only for the main billing account (header card) for each of the accounts previously billed to PrimeCo Communications, L.P. Ameritech shall not be obligated, whether under this Amendment or otherwise, to make any other changes to Ameritech’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the underlying

Agreement. Without limiting the foregoing, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by PrimeCo Communications, L.P., with Ameritech for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

- (c) Once this Amendment is effective, Verizon Wireless Cellco Partnership d/b/a Verizon Wireless shall operate with Ameritech under the "Verizon Wireless Cellco Partnership d/b/a Verizon Wireless " name for those accounts. Such operation shall include, by way of example only, submitting orders under Verizon Wireless Cellco Partnership d/b/a Verizon Wireless, and labeling (including re-labeling) equipment and facilities with Verizon Wireless Cellco Partnership d/b/a Verizon Wireless.

2. The parties agree to add to the underlying Agreement the ACNA and OCN language is hereby agree as follows:

- (a) The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) and Operating Company Number (OCN) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA/OCN codes requires notice to Telco. Notice must be received before orders can be processed under a new or changed ACNA/OCN code.

ACNA List:     NVC      
    PPM    

OCN List:     6508    

3. On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Ameritech-Wisconsin does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order

on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and

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, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
6. This Amendment shall be effective upon approval by the Public Service Commission of Wisconsin ("PSC-WI") and shall become effective ten (10) days following approval by such PSC-WI.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

**Verizon Wireless Cellco Partnership  
D/b/a Verizon Wireless**

By: Edward A. Salas

Title: VP

Name: EDWARD A. SALAS  
(Print or Type)

Date: 3/25/2002

**Wisconsin Ameritech  
By: SBC Telecommunications, Inc., its  
Authorized Agent**

By: O.R. Stanley

Title: President - Industry Markets

Name: O. R. Stanley  
(Print or Type)

Date: APR 02 2002

