



Sally Briar  
333 Commerce St., #2104  
Nashville, TN 37201

T: 615.353.3993  
F: 281.664.9709

Public Service Commission of Wisconsin  
RECEIVED: 04/25/13, 1:47:44 PM

April 25, 2013

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cricket Communications, Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cricket Communications, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Cricket Communications, Inc.

I have been authorized by Cricket Communications, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Cricket Communications, Inc.  
K.C. Halm  
Davis Wright Tremaine LLP  
1919 Pennsylvania Ave NW  
Suite 200  
Washington, DC 20006  
Tel: 202-973-4287

Sincerely,

*/S/ Sally Briar*

Sally Briar

Enclosure

**AMENDMENT**

**BETWEEN**

**WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

**AND**

**CRICKET COMMUNICATIONS, INC.**

Signature: eSigned - Todd Norman

Signature: eSigned - Kristen E. Shore

Name: eSigned - Todd Norman  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: Director Procurement - Network  
(Print or Type)

Title: Director  
(Print or Type)

Date: 17 Apr 2013

Date: 19 Apr 2013

Cricket Communications, Inc.

Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by  
AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
CRICKET COMMUNICATIONS, INC.  
AND  
WISCONSIN BELL, INC D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Cellular PCS Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, hereinafter referred to as "AT&T WISCONSIN" (previously referred to as "Telco") and Cricket Communications, Inc. ("Carrier"). AT&T WISCONSIN and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T WISCONSIN and Carrier are parties to a Cellular PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved February 11, 2008 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep for IntraMTA Traffic exchanged between the Parties.

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

1. The Parties agree to replace Section 22.0 "AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS" in its entirety and replace it with the following language:

**22.0 Intervening Law**

22.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be amended consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 24.0 below. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, end-user, end user customer, Customer or customer of AT&T WISCONSIN and the Carrier's CMRS provider, or WSP's End User, end user, end-user, end user customer, Customer or customer. All references to local call, Local Telecommunications Traffic, local traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

3. Effective August 21, 2012, (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and

facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.

4. As of the Amendment Effective Date (defined below), the Parties agree that the rates for InterMTA Traffic exchanged between the Parties will be pursuant to the terms of AT&T WISCONSIN's filed and effective intrastate and interstate Access Services Tariffs, as may be amended from time to time, and consistent with FCC 11-161. On the Amendment Effective Date and until July 1, 2013, Carrier shall pay a blended rate that is based upon Carrier's state-specific jurisdictional InterMTA Traffic study percentages, as applied to the then effective intrastate and interstate rates, as set forth in each of AT&T WISCONSIN's intrastate and interstate Access Services Tariff.
5. The Parties agree to remove the terminating InterMTA Traffic rate and to replace the rates for Section 251(b)(5) per minute of use for Type 2A, Type 1 and Type 2B in Attachments A and F of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachments A and F shall remain the same.
6. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network, i.e., this Amendment specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
7. There shall be no retroactive application of any provision of this Amendment prior to the effective date of an adopting carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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 Amendment or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. 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 Date").

PRICING SHEET

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00	NA	NA	MOU
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00	NA	NA	MOU
W2	WI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00	NA	NA	MOU