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filed electronically in docket office on 01/31/12

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of an Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, LLC dba AT&T Tennessee and Cricket
Communications, Inc.*
Docket No. 12-00006

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the
*Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, LLC d/b/a AT&T Tennessee and Cricket Communications, Inc.*

The Amendment relates to an extension of the term of the agreement between the
parties.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,


Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC dba AT&T Tennessee and Cricket Communications, Inc.*

Docket No. _____

**PETITION FOR APPROVAL OF AN AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, LLC
DBA AT&T TENNESSEE AND CRICKET COMMUNICATIONS, INC.**

COME NOW, Cricket Communications, Inc. ("Cricket") and BellSouth Telecommunications, LLC, dba AT&T Tennessee ("AT&T"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cricket and AT&T state the following:

1. Cricket and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Cricket (the "original Agreement").

2. On December 15, 2010, the parties filed an Amendment to their original Agreement, extending the term of that agreement to December 31, 2011.¹ In the same filing, the parties submitted for Authority approval their Successor Agreement, which was to go into

¹ See Docket No. 10-00113, *Petition of Cricket Communications, Inc. for Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. dba AT&T Tennessee.*

effect on January 1, 2012. Both the Amendment and the Successor Agreement were approved on July 11, 2011.

3. On June 3, 2011, the parties filed an Amendment to their original Agreement and the Successor Agreement, extending the term of the original Agreement to February 29, 2012, and providing that the effective date of the Successor Agreement would be extended to March 1, 2012 and would expire on March 1, 2015.² That Amendment was also approved on July 11, 2011.

4. The parties have recently negotiated a second Amendment to the original Agreement extending the term of the original Agreement. This Amendment extends the term of original Agreement to February 28, 2013 and provides the effective date of the Successor Agreement will be extended to March 1, 2013 and will expire on March 1, 2016. A copy of the Amendment is attached hereto and incorporated herein by reference.

5. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cricket and AT&T are submitting their Agreement to the TRA for its consideration and approval.

6. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Cricket within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

² See Docket No. 11-00095, *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and Cricket Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*.

7. Cricket and AT&T aver that the Agreement is consistent with the standards for approval.

8. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Cricket and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, LLC
DBA AT&T TENNESSEE

By: 

Joelle Phillips

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Nashville, Tennessee 37201-3300

(615) 214-6311

Attorney for AT&T

**AMENDMENT TO THE AGREEMENT
BETWEEN
CRICKET COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE ("AT&T TENNESSEE") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T TENNESSEE) and Cricket Communications, Inc. ("Cricket"). AT&T TENNESSEE and Cricket are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T TENNESSEE and Cricket are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved April 7, 2009, and as subsequently may have been amended (the "Agreement"); and

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

1. The Term of the Agreement is extended to February 28, 2013 (the "Term"). On March 1, 2013, the Successor Agreement having already been approved by the Commission on March 15, 2011 ("Successor Agreement") will go into effect, and the Successor Agreement will expire on March 1, 2016.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.
4. This Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective ten (10) days after approval by such Commission.

REST OF PAGE INTENTIONALLY LEFT BLANK

Cricket Communications, Inc.

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

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

Signature: _____

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

CERTIFICATE OF SERVICE

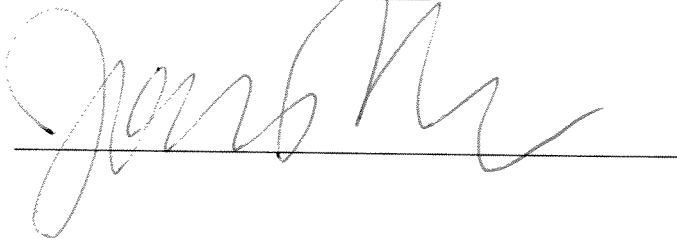
I hereby certify that on January 26, 2012, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Mr. Dan Graf
Cricket Communications, Inc.
5887 Copley Drive
San Diego, CA 92111
dgraf@leapwireless.com

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

K. C. Halm, Esquire
Suzanne Toller, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Ave, NW, #200
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kchalm@dwt.com
suzannetoller@dtw.com

A handwritten signature in dark ink, appearing to read "Suzanne Toller", is written over a horizontal line.