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April 22, 2013

Hon. James Allison, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Cricket Communications, Inc.*
Docket No. 13-00066

Dear Chairman Allison:

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 AT&T Tennessee and Cricket Communications, Inc.* ("Cricket").

In accordance with Section 252(e) of the Telecommunications Act of 1996, 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. Cricket and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment implements bill-and-keep.

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Joelle Phillips", written over a light gray circular stamp.

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE
AND CRICKET COMMUNICATIONS, INC.**

AT&T Tennessee ("AT&T") and Cricket Communications, Inc. ("Cricket") file this request for approval of the Amendment to 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. The parties have recently negotiated an Amendment to the Agreement which establishes bill-and-keep methodology. A copy of the Amendment is attached hereto and incorporated herein by reference.

2. 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.

3. 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.

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

5. 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,

AT&T TENNESSEE

By: 

Joelle Phillips
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(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 Two-Way CMRS Interconnection Agreement, by and between BellSouth Telecommunications, LLC, d/b/a AT&T Tennessee, hereinafter referred to as "AT&T TENNESSEE" and Cricket Communications, Inc. ("Carrier"). AT&T TENNESSEE and Carrier are hereinafter referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, AT&T TENNESSEE and Carrier are parties to a Two-Way CMRS Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service ("CMRS"), approved March 15, 2011 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 delete, in its entirety, Section 2.93.1, the definition of "IntraMTA Traffic," and replace it with the following definition of "IntraMTA Traffic," which is added as Section 2.155:
 - 2.155 "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 customer of AT&T TENNESSEE and the Carrier's end-user customer. The Parties acknowledge that end-user customers of each Party are referred to using various designations in the Agreement, e.g., capitalized terms, non-capitalized terms, and that the Party designated herein as "Carrier" also has various designations in the Agreement; the Parties agree that all such designations for "end-user" and "Carrier" are encompassed by the terms used herein, i.e., "end-user" and "Carrier," and that these terms shall apply henceforth. All references to "local traffic," "local calls," "Section 251(b)(5) Calls," "Section 251(b)(5) Calls Traffic," "Section 251(b)(5) Calls traffic," and "Section 251(b)(5) traffic," in the Agreement are hereby replaced by the term "IntraMTA Traffic."

The definition of "Internet Service Provider (ISP)" in Section 2.93 remains as is.

2. Effective March 1, 2013 (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.
3. The Parties agree that Sections 4, 4.1, 4.2 and 4.3 of the Pricing Sheet (Wireless) are hereby deleted in their entirety and replaced with the following:
 4. Originating Carrier to Landline InterMTA Traffic Factor
 - 4.1 Intentionally left blank.
 - 4.2 Intentionally left blank.
 - 4.3 Originating Carrier to Landline InterMTA Traffic Factor 0.4%.
4. The Parties agree that Sections 4.4.1.1 and 4.4.1.2 of the Attachment 02 of the Agreement are hereby deleted in their entirety and replaced with the following:
 - 4.4.1.1 All Originating mobile-to-land InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T TENNESSEE's Federal and/or State Access Service tariffs and is owed and payable to AT&T TENNESSEE. All

at&t

Originating mobile-to-land InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8.

- 4.4.1.2 As of the Amendment Effective Date (defined below), the Parties agree that the percentage of traffic considered Originating mobile-to-land InterMTA Traffic shall be 0.4 percent (0.4%) of the total Carrier-originated traffic, sent by Carrier, over Type 2A Interconnection Trunk Groups, and terminated by AT&T TENNESSEE ("Originating mobile-to-land InterMTA Traffic Factor"). Changes to the Originating mobile-to-land InterMTA Factor will be subject to paragraph 4.4.1.4.
5. The Parties agree to replace the rates for Section 251(b)(5) Calls Transport and Termination per Conversation MOU for Type 2A, Type 1 and Type 2B in the Pricing Sheet of the Agreement with the rates contained in Exhibit A attached hereto. Notwithstanding what is stated in Paragraph 1 above, IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Pricing Sheet (Wireless) 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. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

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: _____

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

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	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00	NA	NA	MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00	NA	NA	MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00	NA	NA	MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF	MRSSD			\$0.00	NA	NA	\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7	MRSSE			\$0.00	NA	NA	\$/DSO Trunk

CERTIFICATE OF SERVICE

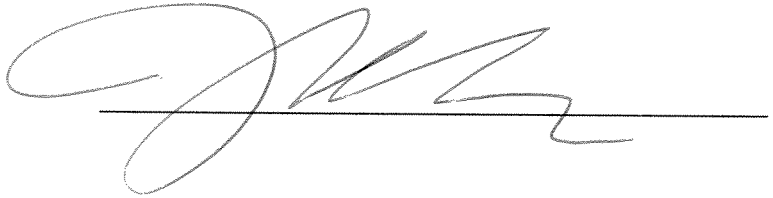
I hereby certify that on April 22, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Mr. Todd Norman, Director
Cricket Communications, Inc.
5887 Copley Drive, Room 2043
San Diego, CA 92111
tnorman@cricketcommunications.com

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

K. C. Halm, Esquire
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., #200
Washington, DC 20006
kchalm@dwt.com

A handwritten signature in black ink, appearing to read 'K. C. Halm', is written over a horizontal line.