



April 8, 2013

Ms. Breanne Potter  
Asst Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company dba CenturyLink  
and Cricket Communications, Inc. for approval of Amendment No. 1 of the CMRS  
Interconnection Agreement for the State of Nevada Pursuant to Section 252 of the  
Telecommunications Act of 1996.

Dear Ms. Potter:

Enclosed for filing is a Joint Petition for Approval of Amendment No. 1 of the CMRS  
Interconnection Agreement for the State of Nevada under Section 252 of the Telecommunications  
Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and Cricket  
Communications, Inc.. CenturyLink and Cricket Communications, Inc. submit the Amendment  
for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of  
1996.

Also enclosed is a draft notice, pursuant to NAC 703.162, which is not required to be published in  
the newspaper per NRS 704.6877. A check in the amount of \$200 is also enclosed to cover the  
filing fee.

If you have any questions, please contact me at (702) 244-7318. Thank you for your assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Linda Stinar".

Linda Stinar  
Director Regulatory Affairs

Enclosures

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re Joint Petition of Central Telephone	)	
Company d/b/a CenturyLink and Cricket	)	
Communications, Inc. for approval of	)	Docket No. 13 -
Amendment No. 1 of the CMRS	)	
Interconnection Agreement for the State	)	
of Nevada Pursuant to Section 252 of the	)	
Telecommunications Act of 1996.	)	

---

**JOINT PETITION FOR APPROVAL OF AMENDMENT NO. 1 OF THE CMRS  
INTERCONNECTION AGREEMENT FOR THE STATE OF NEVADA UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

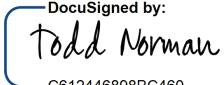
Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc. collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (the “Commission”) for approval of Amendment No. 1 to the CMRS Interconnection Agreement for the State of Nevada, attached hereto as Attachment A (“Amendment No. 1”).

The Parties submit Amendment No. 1 for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The Parties request that the Commission approve Amendment No. 1 in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such an amendment set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to Amendment No. 1. With respect to Section 252(e) (2) of the Act, the Parties assert that Amendment No. 1 does not discriminate against any telecommunications carrier not a party to the Amendment No. 1. The implementation of Amendment No.1 is consistent with the public interest, convenience, and necessity. Amendment No.1 does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Amendment No. 1 consistent with the intent of the Act.

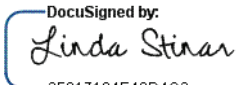
Dated this 13th day of March, 2013.

**Cricket Communications, Inc.**

By:   
C612446898BC460...

Todd Norman  
Director Procurement - Network  
5887 Copley Drive  
San Diego, CA 92111

**Central Telephone Company  
d/b/a CenturyLink**

By:   
2F817184E48D4C2...

Linda C. Stinar  
Director Regulatory Affairs  
6700 Via Austi Parkway  
Las Vegas, Nevada 89119

# Attachment A

**Amendment No. 1**  
**to the CMRS Interconnection Agreement**  
**between**  
**Central Telephone Company d/b/a CenturyLink**  
**and**  
**Cricket Communications, Inc.**

This Amendment No. 1 ("Amendment") is to the CMRS Interconnection Agreement between Central Telephone Company d/b/a CenturyLink ("CenturyLink") and Cricket Communications, Inc. ("Carrier") (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement dated March 15, 2007, for service in the State of Nevada, that was approved by the Commission (in the 2007 agreement, CenturyLink was known as Central Telephone Company d/b/a Embarq or "Embarq"); and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, Carrier has requested to amend the Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Order with the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, Carrier has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Order.

**Effective Date**

The Parties agree to implement the provisions of this Amendment effective September 1, 2012.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

### **Entire Agreement**

Other than the publicly filed Agreement and its Amendments, CenturyLink and Carrier have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

#### **Cricket Communications, Inc.**

DocuSigned by:  
  
C612446898BC460  
\_\_\_\_\_  
Signature

Todd Norman  
\_\_\_\_\_  
Name Printed/Typed

Director Procurement - Network  
\_\_\_\_\_  
Title

3/27/2013  
\_\_\_\_\_  
Date

#### **CenturyLink**

05E9FC68BD57454...  
  
DocuSigned By: L. T. Christensen  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Wholesale Contracts  
\_\_\_\_\_  
Title

3/27/2013  
\_\_\_\_\_  
Date

## **Attachment 1**

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

### **1. General**

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user.
- 1.3. Carrier agrees that it will only route traffic from its own wireless end users to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. In the event Carrier routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the ICA.

### **2. Intercarrier Compensation.**

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges of:
  - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges (except as provided in Section 2.2.2); or
  - 2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for:
  - 2.2.1. Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.
  - 2.2.2. Common Transport for Indirect Traffic which is originated by Carrier and terminated to CenturyLink. Such Common Transport rate shall be at the same rates that existed prior to the Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-

Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing Common Transport associated with Indirect Traffic.

Description	Nevada	
<b>Reciprocal Compensation</b>		
Local Traffic Termination - Per Minute of Use	Bill and Keep	NA
<b>Indirect Network Connection</b>		
Common Transport - Per Minute of Use	.0007	NA
<b>Transit Compensation</b>		
Transit -Per Minute of Use	.005	NA
Third Party Originated Transit -Per Minute of Use	.005	NA

3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment, the Parties acknowledge and agree as follows:

3.1. Tandem Management.

- 3.1.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Carrier, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Carrier as a result of paragraph 999 of the FCC Order, then Carrier will either:

3.1.1.1. Establish direct interconnection with such third party; or

3.1.1.2. Pay the Transit charges for such traffic.

- 3.1.2. Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.

- 3.1.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of the Agreement, CenturyLink Transit Services are available solely at the CenturyLink Tandem providing the Transit Service for those third party carriers that are listed in the LERG as subtending that CenturyLink Tandem and are directly connected to the same CenturyLink Tandem.

- 3.1.4. In the event Transit Traffic routed by Carrier is blocked by a third party, the Parties understand and agree that it is the sole responsibility of Carrier to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay, and Carrier indemnifies CenturyLink against any third-



party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by Carrier.

4. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment, and this Amendment shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.

**PUBLIC UTILITIES COMMISSION OF NEVADA  
DRAFT NOTICE**

**(Per NRS 704.6877, this notice is not required to be published in the newspaper)**

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

**A title that generally describes the relief requested (see NAC 703.160(4)(a)):**

Joint Petition for approval of Amendment No. 1 of the CMRS Interconnection Agreement between Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc. for the State of Nevada under Section 252 of the Telecommunications Act of 1996.

**The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):**

Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc.

**A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):**

Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc. submit an Amendment to the CMRS Interconnection Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

**A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)1:**

No consumer session is required to be held.

**If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.**

Not applicable.

1 NRS 704.069 states in pertinent part:

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

## **CERTIFICATE OF SERVICE**

I hereby certify that I have on this 8th day of April 2013, served a copy of the Certificate of Service for the *Joint Petition for Approval of Amendment No. 1 of the CMRS Interconnection Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc. upon all parties:

### **Via Hand Delivery:**

Ms. Breanne Potter (original)  
Asst Commission Secretary  
Public Utilities Commission of Nevada  
9075 West Diablo Drive Suite 250  
Las Vegas, Nevada 89148

**I hereby certify that I have this day served the foregoing documents upon the following parties by either postage pre-paid U.S. Mail or electronic mail to:**

Cricket Communications, Inc.  
Todd Norman  
Director Procurement - Network  
5887 Copely Drive  
San Diego, CA 92111  
[tnorman@cricketcommunications.com](mailto:tnorman@cricketcommunications.com)

Bureau of Consumer Protection  
Eric Witkoski  
555 E. Washington St., Suite 3900  
Las Vegas, NV 89101  
[bcpserve@ag.nv.gov](mailto:bcpserve@ag.nv.gov)

**I hereby certify that I have this day served Document Available Notice by electronic transmission or postage pre-paid U.S. Mail to an acceptable location to the list established pursuant to NAC 703.296:**

Janice Ono,  
Randy Brown  
AT&T Nevada  
645 East Plumb, Room C144  
Reno, NV 89520  
[janice.ono@att.com](mailto:janice.ono@att.com)  
[randy.brown@att.com](mailto:randy.brown@att.com)

Charlie Born  
Pam Pittenger  
Frontier Communications  
P.O. Box 340  
Elk Grove, CA 95759  
[charlie.born@ftr.com](mailto:charlie.born@ftr.com)  
[pam.pittenger@ftr.com](mailto:pam.pittenger@ftr.com)

Harold Oster  
Rio Virgin d/b/a Reliance Connects  
61 W. Mesquite Blvd.  
Mesquite, NV 89027  
[osterh@cuaccess.net](mailto:osterh@cuaccess.net)

Marilyn Ash  
Mpower Comm. Corp d/b/a  
US Telepacific  
620 3<sup>rd</sup> St.  
San Francisco, CA 94107  
[ashm@telepacific.com](mailto:ashm@telepacific.com)

Mark DiNunzio  
Cox Nevada Telecom, LLC  
1515 W. Deer Valley Rd.  
Phoenix, AZ 85027  
[mark.dinunzio@cox.com](mailto:mark.dinunzio@cox.com)

Margaret Tobias  
Tobias Law Office  
460 Pennsylvania Ave  
San Francisco, CA 94107  
[marg@tobiaslo.com](mailto:marg@tobiaslo.com)

Commercial Telephone Exchange, Inc.  
P.O. Box 11527  
Reno, NV 89510

Public Utilities Commission of Nevada  
[pucn.sc@puc.nv.gov](mailto:pucn.sc@puc.nv.gov)

**I hereby certify the foregoing documents are being made available for inspection at website Internet address:** <http://puc.nv.gov/> and [http://www.centurylink.com/wholesale/clec\\_nv.html](http://www.centurylink.com/wholesale/clec_nv.html).

**The foregoing documents are available in electronic format or paper format by sending a request to:**

Paper: Linda Stinar  
CenturyLink  
6700 Via Austi Pkwy  
Las Vegas, Nevada 891119

Electronic: [linda.c.stinar@centurylink.com](mailto:linda.c.stinar@centurylink.com)



---

Linda Stinar, an employee of Central Telephone  
Company dba CenturyLink

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Petition of Central Telephone Company d/b/a	)	
CenturyLink and Cricket Communications, Inc. for	)	
approval of Amendment No. 1 to their CMRS	)	
Interconnection Agreement pursuant to Section 252	)	Docket No. 13-04013
of the Telecommunications Act of 1996.	)	
_____	)	

NOTICE OF JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO AN  
INTERCONNECTION AGREEMENT BETWEEN TELECOMMUNICATION CARRIERS  
UNDER SECTION 252 OF THE TELECOMMUNICATIONS ACT  
AND  
NOTICE OF PENDENCY OF HEARING

Central Telephone Company d/b/a CenturyLink and Cricket Communications, Inc.  
(collectively, "Joint Petitioners") filed with the Public Utilities Commission of Nevada  
("Commission") a Joint Petition, designated as Docket No. 13-04013, for approval of  
Amendment No. 1 to their CMRS Interconnection Agreement pursuant to Section 252 of the  
Telecommunications Act of 1996.

This Notice serves only to notify the public that the Commission has received the above-  
referenced filing. It is the responsibility of interested persons to review the filing and monitor  
the proceedings to determine their desired levels of involvement based on how this matter may  
affect their unique situations. The details provided within this Notice are for informational  
purposes only and are not meant to be an all-inclusive overview of the filing.

Interested and affected persons may obtain a copy of the Joint Petition from the  
Commission and may file comments pertaining to the Joint Petition at either of the  
Commission's offices on or before WEDNESDAY, MAY 8, 2013. Any comments must be  
simultaneously served on the Commission, the parties to the Agreement, the Regulatory  
Operations Staff of the Commission, and the Nevada Attorney General's Bureau of Consumer

DOCUMENT REVIEW AND APPROVAL ROUTING	
DRAFTED BY: <u>MET</u>	
FINAL DRAFT ON: <u>4 / 8 / 13</u> AT <u>4</u> : <u>00</u> <u>P</u> M	
REVIEWED & APPROVED BY:	DATE:
<input type="checkbox"/> ADMIN / ASST. ( _____ ) _____	<u>  /  /  </u>
<input checked="" type="checkbox"/> COMM / COUNSEL <u>TJL</u> _____	<u>4 / 8 / 13</u>
<input type="checkbox"/> SECRETARY / ASST. SEC. _____	<u>  /  /  </u>
<input type="checkbox"/> OTHER ( _____ ) _____	<u>  /  /  </u>

Protection. In response to the comments filed on or before WEDNESDAY, MAY 8, 2013, the Joint Petitioners may file reply comments and legal arguments on or before THURSDAY, MAY 23, 2013.

The Commission has jurisdiction over this matter and legal authority to conduct proceedings pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.040 and 704.120, NAC 703.290, and 47 United States Code ("U.S.C.") §252(e).

NOTICE IS HEREBY GIVEN that a public HEARING in the above matter will be held as follows:

FRIDAY, MAY 24, 2013  
1:00 P.M.  
Hearing Room B  
Public Utilities Commission of Nevada  
9075 West Diablo Drive, Suite 250  
Las Vegas, NV 89148

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Joint Petition or a request for a hearing by WEDNESDAY, MAY 8, 2013, the hearing will be cancelled.

Pursuant to 47 U.S.C. §252(e) and NRS 704.120, the Commission will receive evidence pertaining to the issues raised by filed comments and any responses by Joint Petitioners regarding any dispute over the terms and conditions of the Agreement.


Pursuant to 47 U.S.C. §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that (i) the agreement discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement is not consistent with the public interest, convenience, and necessity.

//

At the hearing, the Commission may also consider issues related to the provisions of 47 U.S.C. §251 and 252 and Chapters 703 and 704 of the NRS and NAC, may discuss public comments, and may make decisions on the procedural issues raised at the hearing.

In accordance with NRS 704.6877 and NAC 703.290, this Joint Petition is available at the Commission's website at: <http://puc.nv.gov>.

By the Commission,

  
\_\_\_\_\_  
BREANNE POTTER,  
Assistant Commission Secretary

Dated: Carson City, Nevada

4-10-13

(SEAL)

