



July 17, 2014

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 T-Mobile West LLC dba T-Mobile and GoSmart Mobile 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 the adoption of the T-Mobile West LLC Amendment No.1 of the CMRS Interconnection Agreement for the State of Nevada under Sections 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and T-Mobile LLC dba T-Mobile and GoSmart Mobile submit the Agreement 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 dark ink that reads "Connie M. Dike".

Connie M. Dike  
Senior Analyst

Enclosures

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re Joint Petition of Central Telephone )  
Company d/b/a CenturyLink and )  
T- Mobile West LLC dba T-Mobile and ) Docket No. 14 -  
GoSmart Mobile 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. )

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**JOINT PETITION FOR APPROVAL OF AMENDMENT NO. 1 TO 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 (“CenturyLink”) and T-Mobile West LLC dba T-Mobile and GoSmart Mobile (“T-Mobile”) (collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (“Commission”) for approval of Amendment No. 1 to the CMRS Interconnection Agreement for the State of Nevada, attached hereto as Attachment A (“the Amendment”).


The Parties submit the Amendment 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 the Amendment 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 the Amendment. With respect to Section 252 (e)(2) of the Act, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The

implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

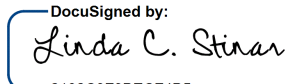
Dated this 9<sup>th</sup> day of June, 2014.

**T-Mobile West LLC dba T-Mobile  
and GoSmart Mobile**

By:   
277AF0A2E000405...

Bryan Fleming  
Vice President –  
Tech Systems & Business Operation  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

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

By:   
2132C3F9BECF405...

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**

**T-Mobile West, LLC**

This Amendment ("Amendment") is to the CMRS Interconnection Agreement by and between **Central Telephone Company d/b/a CenturyLink f/k/a Nevada Division of Central Telephone Company d/b/a Sprint of Nevada ("CenturyLink")** and **T-Mobile West, LLC f/k/a VoiceStream Wireless Corporation ("T-Mobile")**. CenturyLink and T-Mobile are referenced together as the "Parties."

**RECITALS**

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement for service in the State of Nevada dated June 8, 2001, that was approved by the Commission ("Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") adopted a bill and keep compensation methodology for non-access telecommunications traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011 (collectively, the "FCC Order"); and

WHEREAS, T-Mobile 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, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Order.

### **Effective Date**

This Agreement shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2012, pursuant to the FCC Order.

### **Further Amendments**

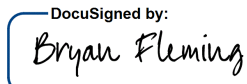
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized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

### **Entire Agreement**

Other than the publicly filed Agreement and its Amendments, CenturyLink and T-Mobile 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.

#### **T-Mobile West, LLC**


DocuSigned by:  
  
277AE0A2E930495...  
Signature

Bryan Fleming  
Name Printed/Typed

Vice President - Tech Systems & Bus  
Operations  
Title

5/30/2014  
Date

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

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

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

5/30/2014  
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 FCC Order, between the Parties.

### **1. General.**

- 1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.
- 1.2. Consistent with 47 C.F.R. § 51.701(b), "Non-Access Telecommunications Traffic" means traffic that is originated or terminated as wireless traffic by T-Mobile's end user or end users of other wireless carriers roaming on T-Mobile's network.
- 1.3 T-Mobile agrees that it will only route traffic from T-Mobile's wireless end users, or end users of other wireless carriers roaming on T-Mobile's network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to T-Mobile for termination to T-Mobile's own wireless end users.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

### **2. Inter-carrier 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, or end users of other wireless carriers roaming on T-Mobile's network. 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; 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 CenturyLink's compensation for Transit Service. Transit Service shall be subject to the Transit Rate 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.

### **3. Tandem Management.**

- 3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to T-Mobile, and the third party is not legally obligated to compensate CenturyLink for the Transit

Service provided in transporting the traffic to T-Mobile as a result of paragraph 999 of the FCC Order, then T-Mobile will either:

3.1.1. Establish direct interconnection with such third party; or

3.1.2. Pay the Transit Service charges for such traffic at the Transit Traffic rate set forth in the Agreement.

3.2. When CenturyLink bills T-Mobile under Section 3.1, CenturyLink shall provide sufficient detail for T-Mobile to verify the charges, and CenturyLink shall cooperate in providing any additional information requested by T-Mobile, including but not limited to call detail records, necessary to verify the accuracy of the charges.

#### 4. Price Sheet Revisions

Description	Nevada	
<b>Reciprocal Compensation</b>		
Local Traffic Termination - Per Minute of Use	Bill and Keep	NA
<b>Transit Traffic Rate</b>		
CMRS Originated Transit Service - Per Minute of Use	.001793	NA
Third Party Originated Transit Service (as described in Section 3.1 above) - Per Minute of Use	.001793	NA

5. 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, if as a result of any effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.



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

Steve Tackes  
Kaempfer Crowell Law  
510 W. 4th St.  
Carson City, NV 89703  
[stackes@kcnvlaw.com](mailto:stackes@kcnvlaw.com)

**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: Connie Dike  
CenturyLink  
6700 Via Austi Pkwy  
Las Vegas, Nevada 89119

Electronic: [connie.m.dike@centurylink.com](mailto:connie.m.dike@centurylink.com)



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Connie Dike, an employee of Central Telephone  
Company dba CenturyLink

## **CERTIFICATE OF SERVICE**

I hereby certify that I have on this 17th day of July 2014, served a copy of the Certificate of Service for the *Joint Petition for Approval of Amendment No. 1 of the CMRS Interconnection* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and T-Mobile West LLC dba T-Mobile and GoSmart Mobile 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:**

T-Mobile LLC  
[jill.mounsey2@t-mobile.com](mailto:jill.mounsey2@t-mobile.com)  
[bryan.fleming@t-mobile.com](mailto:bryan.fleming@t-mobile.com)

Eric Witkoski  
Bureau of Consumer Protection  
555 E. Washington St., Suite 3900  
Las Vegas, NV 89101  
[bcpserv@ag.nv.gov](mailto:bcpserv@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  
David Collier  
AT&T Services, Inc.  
645 East Plumb, Room C144  
Reno, NV 89520  
[david.collier@att.com](mailto:david.collier@att.com)  
[randy.brown@att.com](mailto:randy.brown@att.com)  
[janice.ono@att.com](mailto:janice.ono@att.com)

Charlie Born  
Pam Pittenger  
George Thomson Jr  
Frontier Communications  
P.O. Box 340  
Elk Grove, CA 95759  
[charlie.born@ftr.com](mailto:charlie.born@ftr.com)  
[george.thomson@ftr.com](mailto:george.thomson@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)

Teri Ohta  
T-Mobile West Corp dba T-Mobile  
12920 SE 38th St  
Bellevue, WA 98006  
[teri.ohta@t-mobile.com](mailto:teri.ohta@t-mobile.com)

George Thomson  
Frontier Communications  
1800 41st St.  
Everett, WA 98201  
[george.thomson@ftr.com](mailto:george.thomson@ftr.com)

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

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

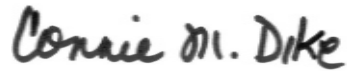
Steve Tackes  
Kaempfer Crowell Law  
510 W. 4th St.  
Carson City, NV 89703  
[stackes@kcnvlaw.com](mailto:stackes@kcnvlaw.com)

**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: Connie Dike  
CenturyLink  
6700 Via Austi Pkwy  
Las Vegas, Nevada 89119

Electronic: [connie.m.dike@centurylink.com](mailto:connie.m.dike@centurylink.com)



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Connie Dike, an employee of Central Telephone  
Company dba CenturyLink