Marti Sawzak
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February 9, 2016

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Sixth Amendment* to the Two-Way CMRS Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and New Cingular Wireless PCS, LLC and Cricket Communications, LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 1997-116-C

Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and New Cingular Wireless PCS, LLC and Cricket Communications, LLC, submit to the South Carolina Public Service Commission the Sixth amendment to their CMRS Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T and New Cingular Wireless PCS, LLC and Cricket Communications, LLC within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Marti Sawzak

Marti Sawzak,
Assistant to Patrick W. Turner
General Attorney – AT&T South Carolina

cc: James E. McDaniel

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* This Amendment updates the Notices Section; changes the name of Cricket Communications, Inc. to Cricket Communications, LLC and adds Cricket Communications, LLC to the New Cingular Wireless PCS, LLC Agreement in the State of South Carolina as well as AL, FL, GA, KY, LA, MS, NC & TN.

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

AND

NEW CINGULAR WIRELESS PCS, LLC; CRICKET COMMUNICATIONS, LLC

at&t

Signature: eSigned - Sheila Paananen

Name: eSigned - Sheila Paananen
(Print or Type)

Title: National Access Management Lead Carrier Relations
(Print or Type)

Date: 28 Jan 2016

New Cingular Wireless PCS, LLC; Cricket Communications, LLC

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 29 Jan 2016

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	OCN
ALABAMA	6010,6214
FLORIDA	6010,6214
GEORGIA	6010,6214
KENTUCKY	6010,6214
LOUISIANA	6010,6214
MISSISSIPPI	6010,6214
NORTH CAROLINA	6010,6214
SOUTH CAROLINA	6010,6214
TENNESSEE	6010,6214

Description	ACNA Code(s)
ACNA(s)	AWL,IUW

AMENDMENT TO THE AGREEMENT BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND 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 ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service Affiliates listed in Attachment A ("CMRS Provider"). AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and New Cingular Wireless PCS, LLC 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), dated June 10, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, AT&T and Cricket Communications, Inc. are parties to Two-Way CMRS Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated December 14, 2010 for the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and dated November 7, 2005 for the state of Florida; and

WHEREAS, Cricket Communications, LLC (fka Cricket Communications, Inc.) is an indirect wholly-owned subsidiary of AT&T, Inc. operating as an affiliate of New Cingular Wireless PCS, LLC; and

WHEREAS, Cricket Communications, Inc. has changed its name to "Cricket Communications, LLC", and wishes to reflect that name change as set forth herein; and

WHEREAS, Cricket Communications, LLC, (fka Cricket Communications, Inc.), will become a party to the Agreement.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to add Cricket Communications, LLC to Attachment A of the Agreement and replace Attachment A in its entirety with Exhibit A (Attachment A to the Agreement) attached hereto.
3. The Parties agree to terminate the agreements between AT&T and Cricket Communications, Inc. upon the Effective Date of this Amendment. Cricket Communications, LLC, formerly known as Cricket Communications, Inc., is a wholly owned subsidiary of New Cingular Wireless PCS, LLC.
4. The Agreement is hereby amended to reflect the name change from "Cricket Communications, Inc." to "Cricket Communications, LLC".
5. The Parties agree to add the following definition to Section I of the Agreement:

   "WSP" ("Wireless Service Provider") means the CMRS provider that is a Party to this Agreement.
6. AT&T shall reflect that name change from "Cricket Communications, Inc." to "Cricket Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to Cricket Communications, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Cricket Communications, LLC affirms, represents, and warrants that the ACNA and OCN for those

accounts shall not change from that previously used by Cricket Communications, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

7. Once this Amendment is effective, Cricket Communications, Inc. shall operate with AT&T under the "Cricket Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Cricket Communications, LLC, and labeling (including re-labeling) equipment and facilities with Cricket Communications, LLC. Any change in WSP's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only WSP's name is changing, and no WSP Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a WSP Name Change under this Section. For any WSP Name Change, WSP is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. WSP must submit the appropriate service request to AT&T to update WSP's name on all applicable billing accounts (BANs), and WSP is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should WSP desire to change its name on individual circuits and/or End User records, WSP must submit the appropriate service request(s) to AT&T to update WSP's name on individual circuits and/or End User records, and WSP is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

8. The Parties agree to replace Section 12 from the Agreement with the following language:

12. <u>Notices</u>

12.1 Notices given by WSP to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

12.1.1 delivered by electronic mail (email).

12.1.2 delivered by facsimile.

12.2 Notices given by AT&T to the WSP under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

12.2.1 delivered by electronic mail (email) provided WSP has provided such information in Section 12.4 below.

12.2.2 delivered by facsimile provided WSP has provided such information in Section 12.4 below.

12.3 Notices will be deemed given as of the earliest of:

12.3.1 the date of actual receipt.

12.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

12.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

12.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Carrier Relations Director
STREET ADDRESS	1 AT&T Way 4A105
CITY, STATE, ZIP CODE	Bedminster, NJ 07921
PHONE NUMBER*	908--234-3707
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	dh6491@att.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

12.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 12. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

12.6 AT&T communicates official information to WSPs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

9. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

10. 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.

11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

12. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

13. 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.

Exhibit A
Attachment A

New Cingular's Commercial Mobile Radio Service Affiliates:

ACADIANA CELLULAR GENERAL PARTNERSHIP

Galveston Cellular Telephone Co

AT&T Mobility Wireless Operations Holdings Inc.

CHATTANOOGA MSA LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #11 LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #16 LIMITED PARTNERSHIP

Cricket Communications, LLC

FLORIDA RSA NO. 2B (INDIAN RIVER) LIMITED PARTNERSHIP

HOUMA-THIBODAUX CELLULAR PARTNERSHIP

LAFAYETTE MSA LIMITED PARTNERSHIP

Lake Mobility LLC

LOUISIANA RSA NO. 7 CELLULAR GENERAL PARTNERSHIP

LOUISIANA RSA NO. 8 LIMITED PARTNERSHIP

LUBBOCK SMSA LIMITED PARTNERSHIP

MADISON SMSA LIMITED PARTNERSHIP

MILWAUKEE SMSA LIMITED PARTNERSHIP

MISSOURI RSA 11/12 LIMITED PARTNERSHIP

MISSOURI RSA 8 LIMITED PARTNERSHIP

MISSOURI RSA 9B1 LIMITED PARTNERSHIP

NEW CINGULAR WIRELESS PCS, LLC

NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP

Ohio RSA 2 Limited Partnership -

Ohio RSA 5 Limited Partnership

Ohio RSA 6 Limited Partnership

September 25, 2015

Exhibit A
Attachment A

Oklahoma City SMSA Limited Partnership

Oklahoma Independent RSA 7 Partnership

OKLAHOMA RSA 3 LIMITED PARTNERSHIP

OKLAHOMA RSA 9 LIMITED PARTNERSHIP

ORLANDO SMSA LIMITED PARTNERSHIP

Santa Barbara Cellular Systems, Ltd.

TEXAS RSA 18 LIMITED PARTNERSHIP

TEXAS RSA 19 LIMITED PARTNERSHIP

TEXAS RSA 20B1 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 7B1 LIMITED PARTNERSHIP

TEXAS RSA 9B1 LIMITED PARTNERSHIP

Texas RSA No. 2 Limited Partnership

TOPEKA SMSA LIMITED PARTNERSHIP

Tide Mobility LLC