BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In the Matter of the Joint Petition of
T-Mobile USA, Inc. and Nevada
Bell Telephone Company d/b/a AT&T Nevada
and AT&T Wholesale for Approval of
Amendment # 2 to Wireless
Agreement Pursuant to Section 252
of The Telecommunications Act of 1996

JOINT PETITION FOR APPROVAL OF AMENDMENT # 2 TO WIRELESS AGREEMENT PURSUANT TO SECTION 252 OF THE TELECOMMUNICATIONS ACT OF 1996

NOW COMES, T-MOBILE USA, INC. ("CMRS") and NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE CMRS ("AT&T Nevada") (CLEC and AT&T Nevada collectively referred to herein as, the "Parties") who hereby apply to this Commission for approval of Amendment # 2 to their Wireless Agreement attached hereto as Attachment "A" (the "Amendment").

In summary, this Wireless Amendment is establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

The Parties now submit the Amendment for approval in accordance with the terms of Section 252(e) of The Telecommunications Act of 1996 (TA 1996). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of TA 1996, by determining that the grounds for rejection of such Amendment, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not applicable to the Amendment. With respect to Section 252(e)(2) of TA 1996, 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

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Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada and AT&T Wholesale" and is considered as referenced through the attached agreement amendment.
the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission.

The Parties request that the Commission expeditiously approve the Amendment consistent with the intent of TA 1996.

DATED this 30th day of October, 2012.

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Bellevue, Washington 98006
Telephone: N/A
Facsimile: N/A

NEVADA BELL TELEPHONE COMPANY
D/B/A AT&T NEVADA AND AT&T WHOLESALE
Roger Moffitt
General Attorney
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AMENDMENT TO THE AGREEMENT
BETWEEN
T-MOBILE USA, INC.
AND
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE

This Amendment (the “Amendment”) amends the Omnipoint Communications, Inc. d/b/a T-Mobile Agreement for Interconnection by and between Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, previously referred to as Nevada Bell Telephone Company d/b/a SBC Nevada, (“Nevada Bell”) hereinafter referred to as “AT&T” and T-Mobile USA, Inc. acting on behalf of its operating subsidiaries including T-Mobile West LLC, (“Carrier”). AT&T and Carrier are hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, AT&T and Carrier are parties to an Agreement for Interconnection under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated July 11, 2005 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 as the compensation arrangement 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. AT&T shall reflect that name change from “Omnipoint Communications, Inc. d/b/a T-Mobile” to “T-Mobile USA, Inc” only for the main billing account (header card) for each of the accounts previously billed to Omnipoint Communications, Inc. d/b/a T-Mobile. 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, T-Mobile USA, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Omnipoint Communications, Inc. d/b/a T-Mobile with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

2. The Parties agree to include the following definitional modification:

   The Parties intend their Agreement refer to the new definitional terms that the FCC has used in its new rules, including “Non-Access Telecommunications Traffic” and “Access Telecommunications Traffic.” Thus, any references in the Agreement to “local” or “intraMTA” traffic are replaced with the term, “Non-Access Telecommunications Traffic.” Similarly, any references in the Agreement to “toll,” “Non-Local” or “interMTA” traffic are replaced with the term, “Access Telecommunications Traffic.” Specifically, consistent with FCC Rule §51.701(b), the term “Non-Access Telecommunications Traffic” means traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. Non-Access Telecommunications Traffic does not include transit or intermediary traffic.

3. Effective July 1, 2012, the Parties shall implement bill-and-keep for Non-Access Telecommunications 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 Non-Access Telecommunications Traffic exchanged between the Parties.

4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T’s intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T’s Intrastate Access Services Tariff and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.

5. The Parties agree to remove the terminating IntraLATA InterMTA rates and to replace the transport and termination Rates Per Conversation Minute of Use for Type 2A, Type 2B and Type 1 in Cellular/PCS Appendix Pricing of the
Agreement with the rates contained in Exhibit 1 attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit 1. In all other respects the Appendix Pricing shall remain the same.

6. The Parties agree that the terms and conditions of this Agreement shall apply only to Non-Access Telecommunications Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement 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 carrier.

7. For purposes of carriers adopting this Agreement, there shall be no retroactive application of any provision of this Amendment.

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 Agreement 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”). Subsequent to Commission approval, the rate changes, as set forth in Section 3 above, will be implemented as of July 1, 2012.
T-Mobile USA, Inc.

Signature: [Signature]

Name: Bryan Fleming (Print or Type)

Title: Vice President - Technical Systems and Business Operations (Print or Type)

Date: 9/10/12

Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, by AT&T Services, Inc., its authorized agent

Signature: [Signature]

Name: Patrick Doherty (Print or Type)

Title: Director - Regulatory (Print or Type)

Date: 9-19-12

T-Mobile Legal Approval By: [Signature]

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CERTIFICATE OF SERVICE
252 Telecommunications Service List
Joint Petition between AT&T Nevada and T-Mobile USA, Inc.
Docket No.: 12-xxxxx

I hereby certify that I have this day served the foregoing documents upon all parties of record in this proceeding by delivering a copy thereof in person to or by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Via Courier Delivery:

Public Utilities Commission of Nevada
Breanne Potter, Asst Commission Secretary
1150 E William Street
Carson City, NV 89701

I hereby certify that I have this day served the foregoing documents upon other parties to negotiations by mailing via U.S. Mail with postage pre-paid to:

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I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the list established pursuant to NAC 703.296:

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I hereby certify the foregoing documents are being made available for inspection at website Internet address:


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

**Paper:**
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**Electronic:**
david.collier@att.com

Dated at Reno, Nevada this 31st day of October, 2012

David Collier