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November 2, 2012

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Petition of
Verizon Pennsylvania LLC (f/k/a Verizon Pennsylvania Inc.)
and Cricket Communications, Inc. d/b/a Cricket Wireless, Inc.
for Approval of Adoption of an Interconnection Agreement
[Reference Docket No. A-311080]
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania LLC f/k/a Verizon Pennsylvania Inc. ("Verizon Pennsylvania") and Cricket Communications, Inc. ("Cricket Communications") which Agreement was filed with the Commission on March 19, 2001 and approved by the Commission by Order entered May 25, 2001 in Docket No. A-311080. By that Agreement the parties adopted the Agreement between Verizon Pennsylvania and Nextel Communications of the Mid-Atlantic, Inc. and Nextel West Corporation. This Amendment should be attached to and made part of the March 19, 2001 filed Agreement. The Amendment is deemed to be effective as of June 25, 2012 and was signed by the second of the two parties' signers on October 4, 2012. Thus, this Joint Filing is being made within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Cricket Communications.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva".

Suzan D. Paiva

SDP/slb

Enclosure

cc: Monica Gleeson, Cricket Communications, Inc.
Attached Certificate of Service

SERVICE LIST

**Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921**

**William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101**

**Johnnie E. Simms
Bureau of Investigation & Enforcement
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265**

**Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265**

**Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265**

**Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120**

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.
AND
CRICKET COMMUNICATIONS, INC.

This Amendment No. 2 (this "Amendment") shall be deemed effective on June 25, 2012 (the "Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Cricket Communications, Inc. ("Cricket"), a Delaware corporation with offices at 5887 Copley Drive, San Diego, California 92121 (Verizon and Cricket may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 9, 2001 (the "Adoption Letter"), Cricket adopted in the Commonwealth of Pennsylvania the terms of the interconnection agreement between Nextel Communications of the Mid-Atlantic Inc. and Nextel West Corporation and Verizon that was approved by the Pennsylvania Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, on November 18, 2011, in the Report and Order, *In the Matter of Connect America Fund, et al.*, 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011) (the "Order"), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011) (the "Order on Reconsideration"), the Federal Communications Commission provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers; and

WHEREAS, in the Order, as modified by the Order on Reconsideration (and subject to the implementation timetable therein), the Commission adopted bill-and-keep as the default compensation for non-access traffic between local exchange carriers and CMRS providers (hereinafter referred to as "IntraMTA Default Compensation"); and

WHEREAS, Cricket has requested that the Parties amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or

condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Reciprocal Compensation Rate.

1.1.1 For traffic exchanged on and after the Rate Effectiveness Date (as defined below), the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 4.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.

1.1.2 [Intentionally Left Blank].

1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Sections 1.1.1.1 of Amendment No. 1 of the Agreement).

1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Cricket to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Cricket.

1.1.6 The "Rate Effectiveness Date" shall be the later of: (a) the Amendment Effective Date, (b) July 1, 2012, or (c) such later date that the FCC or a court of competent jurisdiction subsequently establishes as the date on which IntraMTA Default Compensation becomes effective (the "Subsequent Rate Effectiveness Date"). In the event that the FCC or a court of competent jurisdiction issues a Subsequent Rate Effectiveness Date after the Parties implement the Rate Effectiveness Date, then the Subsequent Rate Effectiveness Date shall become the new Rate Effectiveness Date, and any amounts paid or payable by the Parties shall be adjusted retroactively.

1.1.7 The rates set forth in this Amendment shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.

1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

2. Miscellaneous Provisions.

2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the

Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition 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 Section 2.1.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.10 Further Assurance. Cricket represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither Cricket, nor any CMRS provider controlled by or under common control with Cricket, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Local Traffic for the Commonwealth of Pennsylvania at any rates other than the rates for such traffic as specified in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

CRICKET COMMUNICATIONS, INC.

By: _____

Printed: Todd Norman

Title: Director Procurement

Date: _____

8/13/2012

VERIZON PENNSYLVANIA INC.

By: _____

Printed: Jennifer Ross

Title: Director-Interconnection

Date: _____

10/4/2012

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

I. Reciprocal Compensation Traffic Termination

Local Traffic

For traffic exchanged on and after the Rate Effectiveness Date: \$0.00 per minute of use. (Bill-and-Keep.)

Not Applicable
