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April 11, 2013

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Amendments

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendments. The documents have been electronically filed with the Commission.

American Messaging Services, LLC
Paging Amendment
Case No. 00871

Cricket Communications, Inc.
CMRS Interconnection Amendment
Case No. 00417

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Mary K. Keyer

Enclosure

1077614

**AMENDMENT TO THE AGREEMENT
BETWEEN
CRICKET COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection Agreement, by and between BellSouth Telecommunications, LLC, d/b/a AT&T Kentucky, hereinafter referred to as "AT&T KENTUCKY" and Cricket Communications, Inc. ("Carrier"). AT&T KENTUCKY and Carrier are hereinafter referred to collectively as the "Parties," and individually as a "Party."

WHEREAS, AT&T KENTUCKY and Carrier 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"), approved January 7, 2011 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 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. The Parties agree to delete, in its entirety, Section 2.93.1, the definition of "IntraMTA Traffic," and replace it with the following definition of "IntraMTA Traffic," which is added as Section 2.155:
 - 2.155 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end-user customer of AT&T KENTUCKY and the Carrier's end-user customer. The Parties acknowledge that end-user customers of each Party are referred to using various designations in the Agreement, e.g., capitalized terms, non-capitalized terms, and that the Party designated herein as "Carrier" also has various designations in the Agreement; the Parties agree that all such designations for "end-user" and "Carrier" are encompassed by the terms used herein, i.e., "end-user" and "Carrier," and that these terms shall apply henceforth. All references to "local traffic," "local calls," "Section 251(b)(5) Calls," "Section 251(b)(5) Calls Traffic," "Section 251(b)(5) Calls traffic," and "Section 251(b)(5) traffic," in the Agreement are hereby replaced by the term "IntraMTA Traffic."

The definition of "Internet Service Provider (ISP)" in Section 2.93 remains as is.

2. Effective March 1, 2013 (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA 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 IntraMTA Traffic exchanged between the Parties.
3. The Parties agree that Sections 4, 4.1, 4.2 and 4.3 of the Pricing Sheet (Wireless) are hereby deleted in their entirety and replaced with the following:
 4. Originating Carrier to Landline InterMTA Traffic Factor
 - 4.1 Intentionally left blank.
 - 4.2 Intentionally left blank.
 - 4.3 Originating Carrier to Landline InterMTA Traffic Factor 0.4%.
4. The Parties agree that Sections 4.4.1.1 and 4.4.1.2 of the Attachment 02 of the Agreement are hereby deleted in their entirety and replaced with the following:
 - 4.4.1.1 All Originating mobile-to-land InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T KENTUCKY's Federal and/or State Access Service tariffs and is owed and payable to AT&T KENTUCKY.



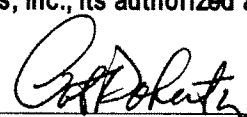
All Originating mobile-to-land InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8.

- 4.4.1.2 As of the Amendment Effective Date (defined below), the Parties agree that the percentage of traffic considered Originating mobile-to-land InterMTA Traffic shall be 0.4 percent (0.4%) of the total Carrier-originated traffic, sent by Carrier, over Type 2A Interconnection Trunk Groups, and terminated by AT&T KENTUCKY ("Originating mobile-to-land InterMTA Traffic Factor"). Changes to the Originating mobile-to-land InterMTA Factor will be subject to paragraph 4.4.1.4.
5. The Parties agree to replace the rates for Section 251(b)(5) Calls Transport and Termination per Conversation MOU for Type 2A, Type 1 and Type 2B in the Pricing Sheet of the Agreement with the rates contained in Exhibit A attached hereto. Notwithstanding what is stated in Paragraph 1 above, IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Pricing Sheet (Wireless) shall remain the same.
 6. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network, i.e., this Amendment 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.
 7. There shall be no retroactive application of any provision of this Amendment prior to the effective date of an adopting carrier's agreement.
 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 Amendment, 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").

Cricket Communications, Inc.

**BellSouth Telecommunications, LLC d/b/a AT&T Kentucky,
by AT&T Services, Inc., its authorized agent**

Signature: 

Signature: 

Name: Todd Norman
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: Proc Dir
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 4-3-13

Date: 4-8-13

PRICING SHEET

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00	NA	NA	MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00	NA	NA	MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00	NA	NA	MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00	NA	NA	\$/DSO Trunk
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00	NA	NA	\$/DSO Trunk