STOLL·KEENON·OGDEN
PLLC

2000 PNC PLAZA
500 WEST JEFFERSON STREET
LOUISVILLE, KY 40202-2828
MAIN: (502) 333-6000
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DOUGLAS F. BRENT
DIRECT DIAL: 502-568-5734
douglas brent@skofirm com

August 5, 2008

Stephanie L. Stumbo
Executive Director
Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, KY 40601

CASE NO: 2008-00331

RE: In The Matter Of Notice Of Cricket Communications' Intent To Adopt The Interconnection Agreement Between Sprint Communications Company L.P., Sprint Spectrum L.P. D/B/A Sprint Pcs And Bellsouth Telecommunications, Inc. D/B/A At&T Southeast

Dear Ms. Stumbo:

Filed today is Notice of Cricket Communications' Intent to Adopt the BellSouth-Sprint Interconnection Agreement.

Please indicate receipt of these filings by placing your file stamp on the extra copies and returning to me via our runner.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

DFB:

Enclosures

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF NOTICE OF CRICKET COMMUNICATIONS' INTENT TO ADOPT THE INTERCONNECTION AGREEMENT BETWEEN SPRINT COMMUNICATIONS COMPANY L.P., SPRINT SPECTRUM L.P. D/B/A SPRINT PCS AND BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T SOUTHEAST	)	Case No. 2008-00331

NOTICE OF CRICKET COMMUNICATIONS' INTENT TO ADOPT THE BELLSOUTH-SPRINT INTERCONNECTION AGREEMENT

Cricket Communications, Inc. ("Cricket"), pursuant to Section 252(i) of the Telecommunications Act of 1996 ("Act"),[1] 47 U.S.C. § 252(i), hereby files this Notice of Intent to adopt the existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Southeast d/b/a AT&T Kentucky ("AT&T") and Sprint.[2] As the Commission has previously ruled, adoption of an interconnection agreement is a statutory right.[3] Accordingly, Cricket requests expedited review of this Notice and an Order that:

---

[1] Pub. L. No. 104-104, 110 Stat. 70, 47 U.S.C. § 252(i). Cricket notes that the Commission also has the authority to act upon this Petition pursuant to the interconnection-related Merger Commitments Nos. 1 and 2 ordered by the FCC in the AT&T Inc. and BellSouth Corp. merger proceeding. *See In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, *22 FCC Rcd 5662*, Ordering clause ¶ 227 at page 112, and APPENDIX F "Reducing Transaction Costs Associated with Interconnection Agreements", paragraphs 1 and 2 at page 149, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) ("*FCC Order*").

[2] Sprint Communications Company L. P. ("Sprint CLEC") and Sprint Spectrum L. P. d/b/a Sprint PCS ("Sprint PCS") are collectively referred to herein as "Sprint."

[3] *See, e.g., In the Matter of Adoption by Bluegrass Telephone Co., Inc. d/b/a Kentucky Telephone company of Interconnection Agreement between Kentucky ALLTEL, Inc. and Brandenburg Telecom, LLC,* PSC Case No. 2005-00463 (Order dated December 6, 2005).

a) Approves Cricket's adoption of the existing interconnection agreement between AT&T and Sprint dated January 1, 2001 and initially approved by the Commission in Case No. 2000-480 (the "Sprint ICA");

b) Orders AT&T to execute the adoption Agreement previously tendered by Cricket to AT&T as reflected in attached Exhibit 1 to this Notice; and

c) Makes the agreement effective as of the date of the Commission's Order.

PARTIES

1. Cricket is a Delaware corporation, whose principal place of business is 10307 Pacific Center Court, San Diego, California 92121. Cricket is a subsidiary of Leap Wireless International, Inc.

2. Cricket operates as a commercial mobile radio service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide wireless services in Kentucky, and other states, and is classified as a "telecommunications carrier" under the Act.

3. The names and address of Cricket's representatives in this proceeding are as follows:

Suzanne K. Toller
K.C. Halm
Davis Wright Tremaine LLP
Suite 800
505 Montgomery Street
San Francisco, CA 94111-6533
(415) 276-6500
Fax: (415) 276-6599
suzannetoller@dwt.com
kchalm@dwt.com

and

Douglas F. Brent
Deborah T. Eversole
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202_
(502) 333-6000
douglas.brent@skofirm.com
deborah.eversole@skofirm.com

4. AT&T is an incumbent local exchange company ("ILEC") as defined under Section 251(h) of the Act, and is certified to provide telecommunications services in the Commonwealth of Kentucky. AT&T maintains an office at 601 West Chestnut Street, Louisville, Kentucky 40203.

5. On information and belief, the name, address, and contact information for AT&T's current primary representatives regarding this matter are:

Randy Ham
AT&T Wholesale
311 South Akard
Room 940.01
Dallas, TX 75202
(205) 321-7795
Fax: (214) 464-2006

Eddie Reed, Jr.
Director – Interconnection Agreements
AT&T
311 South Akard
Room 940.01
Dallas, TX 75202
(205) 321-7795
Fax: (214) 464-2006

Mary K. Keyer
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
Louisville, Kentucky 40203
(502) 583-8219

FACTUAL BACKGROUND AND DISCUSSION

6. The Sprint ICA for which Cricket seeks adoption approval has been amended from time to time, and all such amendments have been filed by AT&T with the Commission. A true and correct copy of the current Sprint ICA, as amended, can be viewed on the Commission's website.[4]

7. By letter dated April 25, 2008, Cricket notified AT&T in writing that Cricket intended to exercise its statutory right to adopt the "Interconnection Agreement By and Between BellSouth Telecommunications and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 as amended filed and approved in each of the 9-legacy BellSouth states.[5] Cricket enclosed within the April 25 letter a completed form of AT&T's "Notice of Intent to Adopt Interconnection Agreement." Also enclosed for AT&T's execution were two copies of an adoption agreement to implement Cricket's adoption of the Sprint ICA. The April 25, 2008 letter, enclosed forms, and proposed adoption Agreement are attached to this Notice as Exhibit 1.

8. All relevant Kentucky-specific terms are already contained within the Sprint ICA, and the same Kentucky-specific terms are applicable to Cricket upon adoption of the Sprint ICA. Therefore, there are no state-specific pricing provisions, or terms, that prevent AT&T from immediately making the Sprint ICA available within Kentucky to Cricket pursuant to Section 252(i). Likewise, there is no basis for AT&T to

[4] For ease of administrative burden upon the Commission, the current Sprint ICA is fully incorporated herein by reference. Cricket will provide paper or electronic copies upon request.

refuse to permit Cricket to adopt the Sprint ICA, which has been extended for a 3-year term, and which will not expire until 2010.

9. By letter dated May 9, 2008, AT&T responded to Cricket's April 25, 2008 letter. A copy of AT&T's May 9, 2008 letter is attached to this Notice as Exhibit 2. In its reply, AT&T refused to permit Cricket to adopt the Sprint ICA based upon assertions that Cricket is not certified as a CLEC and is only a CMRS Provider. In its letter AT&T's only basis for opposing Cricket's adoption notice is that the Sprint ICA is structured as an agreement between an ILEC (AT&T), and both a CLEC and a CMRS Provider (several Sprint subsidiaries). On this basis alone, AT&T argued that the agreement is not available to Cricket.

10. By letter dated July 2, 2008, Cricket responded to AT&T's May 9, 2008 letter. A copy of Cricket's July 2, 2008 letter is attached to this Notice as Exhibit 3. Cricket advised AT&T that its position has no basis in law, and that Cricket is entitled to adopt the Sprint ICA as written, even though Cricket does not operate as both a CLEC and CMRS provider.

11. Cricket's request is made pursuant to Section 252(i) of the Act and the FCC's interconnection adoption regulation at 47 C.F.R. § 51.809. As this Commission recently recognized in its February 18, 2008 Order in Case No. 2007-0255, the FCC's rule provides only two bases upon which an adoption request may be rejected: (1) where the costs of providing a particular agreement to one carrier are greater than the costs of providing the same terms to another carrier; and (2) where the provision of a particular agreement to the requesting carrier is not technically feasible. AT&T has not made any

[5] For purposes of this letter, the 9 legacy BellSouth states means: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee

claim, much less proven to this Commission, that Cricket's adoption request is either technically infeasible or more expensive than the cost of providing the same terms to Sprint. Because AT&T has not offered such proof, it has no valid basis under law to object to Cricket's adoption request.[6]

12. Further, this Commission has already approved an identical request. Specifically, in Case No. 2007-00255, the Commission approved Nextel's notice to approve its adoption of the same Sprint ICA which Cricket seeks to adopt in this instance.

13. Cricket does not believe that there are any material issues of fact in dispute that the Commission needs to address at this time to grant the relief requested on the basis asserted in this Notice.

PRAYER FOR RELIEF

WHEREFORE, Cricket requests that the Commission issue its Order:

a.) Acknowledging Cricket's adoption of the existing interconnection agreement between AT&T and Sprint dated January 1, 2001 and initially approved by the Commission in Case No. 2000-480;

[6] Furthermore, AT&T is also obligated to make such terms available to Cricket pursuant to its obligations under the AT&T Inc. and BellSouth Corp. merger proceeding. As ordered by the FCC, the interconnection-related Merger Commitments Nos. 1 and 2 require AT&T/BellSouth ILECs to make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, requirements of, the state for which the request is made. Further, pursuant to Merger Commitment No. 2, AT&T/BellSouth may not refuse a request by another carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.

a) Ordering AT&T to execute the adoption Agreement tendered by Cricket to AT&T as reflected in attached Exhibit 1 to this Notice and to file a true and correct copy of the agreement;

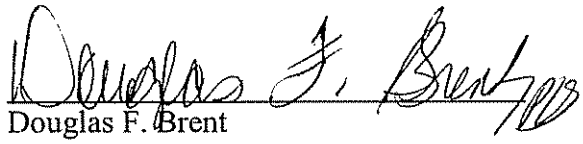
b) Making the agreement effective as of the date of the Commission's Order; and

c) Granting such other and further relief as the Commission deems just and proper.

Respectfully submitted,

Cricket Communications, Inc.

Suzanne K. Toller
K.C. Halm
Davis Wright Tremaine LLP
Suite 800
505 Montgomery Street
San Francisco, CA 94111-6533
(415) 276-6500
Fax: (415) 276-6599
suzannetoller@dwt.com
kchalm@dwt.com



Douglas F. Brent
Deborah T. Eversole
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202_
(502) 333-6000

August 5, 2008

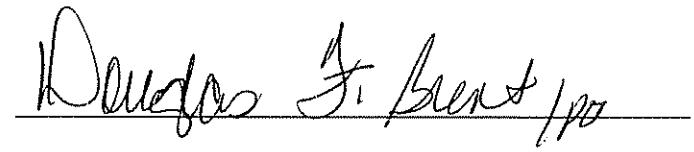
CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on the following by first-class United State mail, sufficient postage prepaid, this 5th day of August, 2008.

Randy Ham
AT&T Wholesale
311 South Akard
Room 940.01
Dallas, TX 75202

Eddie Reed, Jr.
Director – Interconnection Agreements
AT&T
311 South Akard
Room 940.01
Dallas, TX 75202

Mary K. Keyer
BellSouth Telecommunications, Inc.
601 West Chestnut Street, Room 407
Louisville, Kentucky 40203



Counsel to Cricket Communications

EXHIBIT 1

Cricket Communications' April 25, 2008, Notice to BellSouth Telecommunications, Inc. d/b/a AT&T Southeast of Cricket's Intent to Adopt Sprint-BellSouth Interconnection Agreement

4/25/08

52215-1685

Ref: 52215-1685bellso Date: 04/25/2008
Dep: CJ Wgt: 1.0 LBS
DV: 0.00

SHIPPING: 0.00
SPECIAL: 0.00
HANDLING: 0.00
TOTAL: 0.00

Svcs: PRIORITY OVERNIGHT
TRCK: 9453 7060 8837

LAWYERS

Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

SUZANNE K. TOLLER
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SAN FRANCISCO, CA 94111-6533

TEL (415) 276-6500
FAX (415) 276-6599
www.dwt.com

April 25, 2008

Via Electronic and Overnight Mail

Mr. Randy Ham, Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Re: Cricket Communications, Inc. Bona Fide Request for Negotiations under Section 252 and Notice of Adoption of the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001.

Dear Randy:

We are counsel to Cricket Communications, Inc ("Cricket"). As you know, Cricket has two existing interconnection agreements with BellSouth Telecommunications, Inc., d/b/a AT&T Southeast ("AT&T") dated November 7 and November 10, 2005.[1] These agreements are both scheduled to expire on June 9, 2008. Pursuant to section II.B of those agreements, within 180 days before the expiration of that agreement either party can request negotiation of a successor agreement and the issuance of such notice shall be the starting point for negotiations under section 252 of the Communications Act. This letter constitutes such a bona fide request for negotiation of a single successor agreement for Cricket.

However, rather than negotiate a new agreement, Cricket is hereby exercising its right to adopt the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P.,

[1] The agreement dated November 10, 2005 was originally entered into by Alaska Native Broadband 1 License, LLC ("ANB") which was merged into Cricket Communications, Inc in 2007. The ANB/AT&T agreement was assigned to Cricket after the merger.

Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in each of the 9-legacy BellSouth states.[2] Cricket is exercising its rights pursuant to section 252(i) of the Communications Act and 47 C.F.R. § 51.809.[3]

To avoid any potential delay regarding the exercise of the company's right to adopt the Sprint ICA, Cricket has enclosed Cricket's completed AT&T's "Notice of Intent to Adopt Interconnection Agreement" form with any language stricken to the extent such language is not contained within the Merger Commitments. Also enclosed for AT&T's execution are two copies of an adoption document to implement Cricket's adoption of the Sprint ICA. Please sign and return both documents for receipt by me no later than May 9, 2008. Upon receipt I will have documents executed on behalf of Cricket and return one fully executed adoption document to you. We will also work cooperatively with AT&T to file a copy of the fully executed adoption document along with a copy of the current 1,175 page Sprint ICA, as amended with each of the 9 state commissions.[4]

To the extent notice may be deemed necessary pursuant to the existing interconnection agreements between Cricket and AT&T, please also consider this letter as Cricket's notice of its intent to terminate the existing interconnection agreements between Cricket and AT&T in a given state, conditioned upon acknowledgement by such state's commission that Cricket's adoption of the Sprint ICA has been approved. Upon such acknowledgement, the existing interconnection agreement between Cricket and AT&T will then be considered terminated and superseded by the adopted Sprint ICA.

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[2] For the purpose of this letter, the 9 legacy BellSouth states means: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

[3] Cricket believes section 252(i) provides the requisite authority for the adoption since Cricket wishes to interconnect with AT&T in the same 9 state area as covered by the Sprint ICA. However Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as ordered by ("Merger Commitments") in the BellSouth – AT&T merger, WC Docket No. 06-74 also provide support for the adoption. As AT&T is aware, all relevant state-specific differences among the nine (9) legacy BellSouth states are already contained within the Sprint ICA. Since the same state-specific terms are applicable to Cricket on a state by state basis, there are no "state-specific pricing and performance plans and technical feasibility" issues to prevent AT&T from immediately making the Sprint ICA available within each applicable state to Cricket pursuant section 252(i) and to merger Commitment No. 1. Likewise, since the Sprint ICA is already TRRO compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Cricket in each applicable state pursuant to section 252(i) and Merger Commitment No. 2.

[4] The 1,175 page Sprint ICA, as amended until recently, was available on the AT&T website at: http://cpr.bellsouth.com/clec/docs/all states/800aa291.pdf

Should AT&T have any questions regarding Cricket' adoption of the Sprint ICA, please do not hesitate to contact me at the number above; Mr. Dan Graf, Cricket's Director of Interconnection at (858) 882-9193; or, Mr. Jonathan Sox, Cricket's Vice President Legal at (858) 882-6094.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

Davis Wright Tremaine LLP

Suzanne K. Toller

Enclosures

cc: Jonathan Sox
Dan Graf
K.C. Halm

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

April 22, 2008

RE: Notice of Intent to Adopt Interconnection Agreement

Director – Contract Management:

Pursuant to ICA Merger Commitment 7.2 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with the merger of AT&T Inc. and BellSouth Corporation ("ICA Merger Commitment 7.2"), **Cricket Communications, Inc ("Cricket")** ("Carrier") desires to exercise its right to opt into the existing Interconnection Agreement ("ICA") between **BellSouth Telecommunications, Inc. ("AT&T") and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.** Carrier understands that its request to opt into the ICA is subject to applicable requirements governing this process as set forth in Section 252(i) and Rule 51.809. Moreover, pursuant to ICA Merger Commitment 7.2, if the Agreement has not been amended to reflect changes of law, Carrier acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within ~~30 days~~ a reasonable period of time after it has opted into the ICA. AT&T will reply in writing to this formal request.

	CARRIER NOTICE CONTACT INFO*
NAME, TITLE	Jonathan Sox
STREET ADDRESS	10307 Pacific Center Court
ROOM OR SUITE	
CITY, STATE, ZIP CODE	San Diego, California 92121
E-MAIL ADDRESS	jsox@leapwireless.com
TELEPHONE NUMBER	858-882-6904
FACSIMILE NUMBER	858-882-6370
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

* NOTE: AT&T should already have proof of certification for state requested, and other information listed below, in its files because Carrier is already interconnected with AT&T/BellSouth.

Enclose ***documentation from Telcordia*** as confirmation of ACNA.

Enclose ***documentation from NECA*** as confirmation of OCN(s).

Enclose ***verification*** of type of entity and registration with Secretary of State.

Form completed and submitted by: Dan Graf and Jonathan Sox

Contact number: (858) 882-9193 and (858) 882-6904

*** All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.**

In entering into this Agreement, neither Party is waiving, and each Party expressly reserves, any of its rights remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the Agreement, including, without limitation, any appeals or associated review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the 28821 ICA the Electing CLEC is taking via this Short Form, and/or otherwise affects the rights or obligations of either Party that are addressed by the 28821 ICA the Electing CLEC is hereby taking, the affected provision(s) in the Electing CLEC's ICA shall be invalidated, modified or stayed consistent with such Government Action as to the 28821 ICA.

INTERCONNECTION ADOPTION AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Southeast ("AT&T"), a Georgia Corporation, having offices at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns, and Cricket Communications, Inc. ("Cricket"), a Delaware Corporation [CONFIRM], and Alaska Native Broadband 1 License, LLC ("ANB"), a Delaware Limited Liability Company [CONFIRM], and shall be deemed effective in the respective states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as of the date it is filed with each state Commission or applicable Authority in such states ("the Effective Date").

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to section 252(i) of the Act, AT&T is required to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, pursuant to Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as required by the Federal Communications Commission in its AT&T, Inc. – BellSouth Corporation Order, i.e., *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, Ordering Clause ¶ 227 at page 112 and Appendix F at page 149, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007), AT&T is also required to make available any entire effective interconnection agreement that an AT&T/BellSouth ILEC has entered in any state in the AT&T/BellSouth 22-state operating territory; and

WHEREAS, Cricket and ANB have exercised their right to adopt in its entirety the effective interconnection agreement between Sprint Communications Company Limited Partnership a/k/a Sprint Communications Company L.P. ("Sprint CLEC") Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint PCS") and BellSouth Telecommunications, Inc. dated January 1, 2001 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("the Sprint ICA").

WHEREAS, to avoid any potential delay regarding the exercise of Cricket and ANB's right to adopt the Sprint ICA, Cricket and ANB stand ready to execute the Sprint ICA as recently amended by the parties (to extend the term for three additional years) in order to expeditiously implement Cricket and ANB's adoption of the Sprint ICA.

NOW THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Cricket and ANB and AT&T hereby agree as follows:

1. Cricket and ANB shall adopt in its entirely the 1,175 page Sprint ICA, a copy of which is attached hereto as Exhibit A, and is also available for public view on the AT&T website.

2. The term of this Agreement shall be from the Effective Date as set forth above and shall coincide with any expiration or extension of the Sprint ICA.

3. Cricket and ANB, and AT&T, shall accept and incorporate into this Agreement any amendments to the Sprint ICA executed as a result of any final judicial regulatory, or legislative action.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid (and email to the extent an email has been provided for notice purposes) to the same persons) to Cricket and ANB, attention Mr. Dan Graf (Cricket's Director of Interconnection at (858) 882-9193; or, Mr. Jonathan Sox (Cricket's VP Legal at (858) 882-6094); unless specifically indicated otherwise in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc. **d/b/a AT&T Southeast**	**Cricket Communications, Inc.** **Alaska Native Broadband 1 License, LLC**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT 2

AT&T Southeast's May 9, 2008, Formal Response to, and Denial of, Cricket Communications' Notice of Adoption

Eddie A. Reed, Jr
Director-Interconnection Agreements

AT&T Inc
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax: 214 464-2006

at&t

May 09, 2008

Jonathan Sox
Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121

~~Re: Cricket Communications, Inc.'s Section 252(i) adoption request~~

Dear Mr. Sox:

Your letter dated April 22, 2008, on behalf of Cricket Communications, Inc. ("Cricket"), was received via electronic mail on April 29, 2008. The aforementioned letter states that, pursuant to Merger Commitment 7.2 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006 in connection with the merger of AT&T Inc. and Bellsouth Corporation, Cricket is exercising its right to adopt the Interconnection Agreement ("ICA") between BellSouth Telecommunications, Inc.[1], Sprint Communications Company L.P., and Sprint Spectrum L.P. ("Sprint ICA") in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

The Sprint ICA that Cricket seeks to adopt is structured as an agreement between an ILEC (AT&T) and both a CLEC and a CMRS provider (Sprint Communications Company L.P., and Sprint Spectrum). According to the information that Cricket has provided to AT&T for the 9 Southeastern states in the former BellSouth territory, Cricket is not certified as a CLEC and is only a CMRS provider. The Sprint ICA, therefore, is not available for adoption by Cricket.

Randy Ham will continue to be the AT&T Lead Negotiator assigned to Cricket, for the 9-state region. He may be contacted at (205) 321-7795. Please direct any questions or concerns you may have to Randy.

If you would like to discuss this matter further, AT&T would be happy to do so to bring these issues to a quick and amicable resolution.

Sincerely,

Eddie A. Reed, Jr.

[1] BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as 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/or AT&T Tennessee, and will be referred to herein as "AT&T".

EXHIBIT 3

Cricket Communications' July 2, 2008, Reply to AT&T Southeast's Response Concerning the Notice of Adoption

LAWYERS

Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D C

SUZANNE K TOLLER
DIRECT (415) 276-6536
suzannetoller@dwt com

SUITE 800
505 MONTGOMERY STREET
SAN FRANCISCO, CA 94111-6533

TEL (415) 276-6500
FAX (415) 276-6599
www dwt com

July 2, 2008

Via Electronic and Overnight Mail

Mr. Eddie A. Reed, Jr.
Director – Interconnection Agreements
AT&T
311 S. Akard, Room 940.01
Dallas, TX 75202

Re: Cricket Communications, Inc.'s Section 252 Notice of Adoption of the Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P.

Dear Mr. Reed:

I write in response to your May 9, 2008 letter to Mr. Jonathan Sox, Cricket Communications, Inc. ("Cricket"), in which you state that the interconnection agreement between BellSouth Telecommunications, Inc. (now "AT&T") and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. (the "Sprint ICA") is not available for adoption by Cricket.

Your conclusion rests, apparently, upon the fact that Cricket is not certified as a CLEC and is only a CMRS provider. You explain that AT&T believes that because the Sprint ICA is structured as an agreement between an ILEC (AT&T) and both a CLEC and a CMRS Provider (several Sprint subsidiaries), the agreement is not available to Cricket. AT&T's objection to the adoption request, therefore, appears to rely upon the conclusion that because Cricket may provide a different type of service, and serve a different class of customers, then the Sprint CLEC entity, Cricket is not entitled to adopt the Sprint ICA.

These objections have no basis in the law. In fact, Cricket is entitled to adopt the Sprint ICA as written, even though Cricket does not operate as both a CLEC and CMRS provider.

Cricket's request was made pursuant to Section 252(i), 47 U.S.C. § 252(i), and the FCC's interconnection adoption regulation at 47 C.F.R. § 51.809. As you know, the rule provides only two bases upon which an adoption request may be rejected: (1) where the costs of providing a particular agreement to one carrier are greater than the costs of providing the same terms to another carrier; and, (2) where the provision of a particular agreement to the requesting carrier is not technically feasible.

AT&T has not made any claim that Cricket's adoption request is either technically infeasible, or more expensive than the cost of providing the same terms to Sprint. Indeed, such claims would only be valid if AT&T proved to the state commission the prohibitive cost, or technical infeasibility, of Cricket's adoption request. Because AT&T has not offered such proof, it has no valid basis to object to Cricket's adoption request under the law.

Moreover, the adoption rule, § 51.809, requires AT&T to make available any agreement "in its entirety" to which AT&T is a party. There is no exception to the rule where all of the agreement's terms may not apply to the requesting carrier. Nor may AT&T make arbitrary distinctions in an attempt to limit Cricket's interconnection rights under the rule. Indeed, the rule specifically provides that AT&T "may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service ... as the original party to the agreement."[1]

This basic non-discrimination principle stems from the FCC's conclusion that Section 252(i) "does not permit LECs to limit the availability of interconnection agreements to only those requesting carriers serving a comparable class of subscribers..."[2] The FCC explained in the First Report and Order on Local Competition that the class of customers served, or the types of services provided, by a carrier does not bear any relationship with the costs incurred by the incumbent LEC, or whether interconnection is technically feasible.[3] The FCC therefore concluded that any attempt to limit the adoption of agreements by class of customers served, or type of service provided, would be "at odds with the language and structure of the statute, which contains no such limitations."[4]

Moreover, the FCC has also made clear that for purposes of interconnection, CMRS providers like Cricket provide telephone exchange service and exchange access service, as those terms are defined in the Act.[5] This fact further supports the conclusion that for purposes of interconnection Cricket is providing a comparable service to a comparable class of customers.

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[1] *Id.* at § 51.809.

[2] *See In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, First Report and Order, 11 FCC Rcd 14599 at ¶ 1318 (1996).

[3] *Id*

[4] *Id.* at ¶ 1318.

[5] *Id.* at ¶ 1012.

It is therefore clear that AT&T's attempt to deny the availability of the Sprint ICA, simply on the grounds that Cricket serves a class of customers different than the Sprint CLEC entity, is expressly prohibited by the adoption rule. The distinction to which AT&T has relied upon has been specifically, and expressly, rejected by the FCC as a basis for denying adoption requests. As such, AT&T's objections are not valid.

Having found no basis for AT&T's objections, Cricket expects AT&T to complete this adoption process expeditiously. The FCC has clearly established that a carrier seeking interconnection pursuant to Section 252(i) "shall be permitted to obtain its statutory rights on an expedited basis."[6] Should AT&T continue to raise baseless objections, like those in your previous letter, Cricket will be forced to seek relief in the appropriate jurisdiction.

I look forward to receiving your prompt response and acknowledgement of Cricket's adoption request. Thank you in advance for your prompt attention to this matter.

Very truly yours,

Davis Wright Tremaine LLP

/s/ Suzanne K. Toller

Suzanne K. Toller

Enclosures

cc: Jonathan Sox
Dan Graf
K.C. Halm
Mr. Randy Ham, AT&T Wholesale

[6] *Id.* at ¶ 1321.