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December 11, 2012

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

Re: MPSC Case No. U-11989, Interconnection Agreement Between AT&T Michigan and Thumb Cellular

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Fourth Amendment*** to the Interconnection Agreement by and between AT&T Michigan and Thumb Cellular. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's web site at:

http://efile.mpsc.cis.state.mi.us/efile/

Additional copies of the Agreement and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Very truly yours,

Mark R Ortlieb

Attachment
cc: Paul Picklo

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of An Interconnection Agreement between Thumb Cellular and Ameritech Michigan	)))))	Case No. U-11989

JOINT APPLICATION

AT&T Michigan[1] and Thumb Cellular, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Fourth Amendment to the wireless interconnection agreement between the parties heretofore approved by the Commission on January 10, 2000 (Agreement). In support of this joint application, AT&T Michigan and Thumb Cellular, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed a Fourth Amendment to the Agreement. The Fourth Amendment to the Agreement, fully executed as of December 10, 2012, changes the name of Thumb Cellular to Thumb Cellular, LLC in the Agreement and establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties, pursuant to the FCC's Order on Reconsideration in FCC No. 11-189 issued on December 23, 2011. A copy of the Fourth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Fourth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Fourth Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and Thumb Cellular, LLC jointly request Commission approval of the Fourth Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

Thumb Cellular, LLC

Name Pam Pickle

Address 7585 W. Pigeon Rd
Pigeon, MI 48755

Phone 989-453-4333

Dated: 12-4-12

Counsel for AT&T Michigan

Mark R. Ortlieb (P34962)
221 N. Washington Square
Lansing, Michigan 48933
(517) 334-3425

December 11, 2012

Exhibit A
Case No. U-11989

FOURTH AMENDMENT

Executed as of December 10, 2012

TO

INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

THUMB CELLULAR, LLC

2012 AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN THUMB CELLULAR, LLC AND MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN

This 2012 Amendment (the "Amendment") amends the interconnection agreement dated October 14, 1999 (the "Agreement") between Michigan Bell Telephone Company, d/b/a AT&T Michigan ("AT&T Michigan") (previously referred to as Ameritech Information Industry Services), and Thumb Cellular, LLC ("Carrier"). AT&T Michigan and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T Michigan and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996, for Commercial Mobile Radio Service ("CMRS"), which the Michigan Public Service Commission ("MPSC"), approved on January 10, 2000, in MPSC Case No. U-11989, as has been or may be amended from time to time;

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), (collectively, the "FCC ICC Order"), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for Intra-MTA Traffic exchanged between the Parties;

WHEREAS the FCC ICC Order constitutes a change of law;

WHEREAS, the FCC has amended various federal regulations, including 47 CFR 51.705;

WHEREAS, among other rule changes, the FCC has revised 47 CFR 51.705(a), 47 CFR 20.11(b) and 47 CFR 51.713 of its rules to now provide that, "[n]otwithstanding any other provision of the Commission's rules, by default, transport and termination for Non-Access Telecommunications Traffic exchanged between a local exchange carrier and a CMRS provider within the scope of §51.701(b)(2) shall be pursuant to a bill-and-keep arrangement, as provided in §51.713" for traffic exchanged on and after July 1, 2012; and that "[b]ill-and-keep arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services", and that "Local exchange carriers and commercial mobile radio service providers shall exchange Non-Access Telecommunications Traffic, as defined in §51.701 of this chapter, under a bill-and-keep arrangement, as defined in §51.713 of this chapter, unless they mutually agree otherwise."

NOW, THEREFORE, in consideration of the FCC ICC Order and the change of law provision in the Agreement, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are hereby incorporated into this Amendment.

2. Name Change of Carrier:

   AT&T Michigan shall reflect a name change for Carrier from "Thumb Cellular" to "Thumb Cellular, LLC" only for the main billing account (header card) for each of the accounts previously billed to Thumb Cellular. AT&T Michigan shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Michigan's records with respect to Carrier's accounts, including to the services and items provided and/or billed under Carrier's accounts or under the Agreement. Without limiting the foregoing, Thumb Cellular, LLC affirms, represents, and warrants that the ACNA and OCN for its accounts shall not change from that previously used by Thumb Cellular with AT&T Michigan, for those accounts, and for services and items provided and/or billed under Carrier's accounts or under the Agreement.

3. The Parties agree to replace Section 16.2 of the Agreement with the following language:

16.2 Regulatory Changes. If any legislative action, regulatory action, or judicial action materially affects the ability of a Party to perform any material obligation under the Agreement, a Party may, on thirty (30) days written notice to the other Party request that the Parties renegotiate in good faith the provision that is affected by the legislative action, regulatory action, or judicial action. If the Parties reach a mutually agreeable agreement after those renegotiations, the Parties must memorialize that in an amendment to this Agreement. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 28.0 below. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4. The Parties agree to amend the definitions of the Agreement, to be consistent with the new definitions that the FCC is using in its new rules, as follows:

   Any references in the Agreement to "Local Telecommunications Traffic," "Local Traffic," and/or "Local Call," 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. For the avoidance of doubt, "Intermediary Traffic" is a term that means transit traffic.

5. Effective July 16, 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. For purposes of this Agreement, "bill-and-keep" means an arrangement, as defined in 47 CFR 51.713 in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services. Such specific transport and/or termination functions or services subject to Bill and Keep pursuant to this section reflect a price of $0.00 on the attached pricing sheet.

6. In accordance with the schedule in FCC Order 11-161, effective July 16, 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, as are set forth in 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.

7. The Parties agree to replace the rates listed under "Switching and Shared Transport Per Minute of Use" for Type 2A, Type 1 and Type 2B in Attachment A Reciprocal Compensation Rates of the Agreement with the rates contained in Exhibit A attached hereto.

8. The Parties agree that the terms and conditions of the Agreement, as hereby amended, shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates 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.

9. In the event that a Third Party Carrier adopts the Parties' Agreement, as hereby amended, there shall be no retroactive application of any provision of this Amendment prior to the Effective Date of the adopting Carrier's agreement.

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

11. 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.

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

13. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

Thumb Cellular, LLC

Signature: _____

Name: PAUL PICKLO
(Print or Type)

Title: GM
(Print or Type)

Date: 12-4-12

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Services, Inc., its authorized agent

Signature: _____

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12-10-12

CN:11282012-432

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	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				$0.00			MOU
W2	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				$0.00			MOU
W2	MI	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				$0.00			MOU