**Mark Ortlieb**
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August 1, 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-12758, Interconnection Agreement Between AT&T Michigan and T-Mobile USA, Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Seventh Amendment*** to the Interconnection Agreement by and between AT&T Michigan and T-Mobile USA, Inc. 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,

cc: Jill Mounsey
Attachment

**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

| | | |
|---|---|---|
| In Re the request for Commission approval of an | ) | |
| Interconnection Agreement between VoiceStream | ) | |
| Wireless Corporation and Ameritech Michigan | ) | |
| | ) | Case No. U- 12758 |

## JOINT APPLICATION

AT&T Michigan[1] and T-Mobile USA, Inc. 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 Seventh Amendment to the Agreement between the parties heretofore approved by the Commission on January 23, 2001 (Agreement). In support of this joint application, AT&T Michigan and T-Mobile USA, Inc. state as follows:

1. The parties have entered into good faith negotiations and have executed a Seventh Amendment to the Agreement. The Seventh Amendment to the Agreement, fully executed as of July 31, 2012, 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 Seventh Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

[1] Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

2. The Seventh 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 Seventh Amendment meets all statutory criteria for Commission approval.

WHEREFORE, AT&T Michigan and T-Mobile USA, Inc. jointly request Commission approval of the Seventh Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

**T-Mobile USA, Inc.**

Name Bryan Fleming
Address 12920 SE 38th St
Bellevue, WA 98006
Phone 425-383-4000

Dated: 7/26/12

**Counsel for AT&T Michigan**

Mark R Ortlieb

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

August 1, 2012

Exhibit A
Case No. U-12758

SEVENTH AMENDMENT

Executed as of July 31, 2012

TO THE WIRELESS INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

T-MOBILE USA, INC.

# AMENDMENT TO THE AGREEMENT
# BETWEEN
# T-Mobile USA, Inc.
# AND
# Michigan Bell Telephone Company d/b/a AT&T MICHIGAN

This Amendment (the "Amendment") amends the T-Mobile USA, Inc. CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, hereinafter referred to as "AT&T" and T-Mobile USA, Inc. acting on behalf of its operating subsidiaries including T-Mobile Central 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 a CMRS Interconnection Agreement for a Wireless System under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated October 18, 2010 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. 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", "Local Traffic", "251(b)(5)" 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.

2. 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.

3. 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.

4. The Parties agree to remove the terminating InterMTA rates and to replace the CMRS Interconnection Rates Per Minute of Use for Type 2A, Type 2B and Type 1 in Attachment I 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.

5. 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.

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

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

8. 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.

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

10. 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 4 above, will be implemented as of July 1, 2012.

**T-Mobile USA, Inc.**

Signature: ______________________

Name: Bryan Fleming
(Print or Type)

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

Date: 7/26/12

**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: 7/31/12

T-Mobile Legal Approval By: 2012.07.24 11:08:58 -05'00'

| 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 |