

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Adoption of the CenturyTel )  
of Missouri, LLC / WWC License LLC )  
Interconnection and Reciprocal Compensation )  
Agreement by Cricket Communications, Inc., )  
and the Approval of the Addendum to )  
Interconnection and Reciprocal Compensation )  
Agreement Between CenturyTel of Missouri, )  
LLC and Cricket Communications, Inc., )  
pursuant to Sections 252(e) and 252(i) of the )  
Telecommunications Act of 1996. )

Case No. \_\_\_\_\_

**NOTICE OF ADOPTION OF INTERCONNECTION  
AND RECIPROCAL COMPENSATION AGREEMENT  
AND APPLICATION FOR APPROVAL OF  
ADDENDUM TO INTERCONNECTION AND  
RECIPROCAL COMPENSATION AGREEMENT**

COMES NOW CenturyTel of Missouri, LLC ("CenturyTel"), in accordance with Missouri Public Service Commission ("Commission") Rule 4 CSR 240-3.513, and respectfully files the attached Adoption of Interconnection and Reciprocal Compensation Agreement ("Adoption") and requests recognition by the Commission of the Adoption and approval of the Addendum to Interconnection and Reciprocal Compensation Agreement between CenturyTel and Cricket Communications, Inc. ("Cricket"), pursuant to the federal Telecommunications Act of 1996 (the "Act") under Sections 252(e) and 252(i).

1. CenturyTel is a Louisiana limited liability corporation that is duly authorized to do business in the state of Missouri. Copies of CenturyTel's Certificate of Authority to transact business in Missouri from the Missouri Secretary of State were filed in Case No. TM-2002-232, and are incorporated herein by reference pursuant to

Commission Rule 4 CSR 240-2.060(1)(G). CenturyTel's principle place of business is 1151 CenturyTel Drive, Wentzville, Missouri 63885. The designated contact for purposes of this matter is:

Larry W. DORITY  
FISCHER & DORITY, P.C.  
101 Madison, Suite 400  
Jefferson City, Missouri 65101  
(573) 636-6758  
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E-mail: [lwORITY@sprintmail.com](mailto:lwORITY@sprintmail.com)

2. CenturyTel has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

3. Pursuant to Section 252(i) of the Act, Cricket notified CenturyTel that it desired to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between CenturyTel and WWC License LLC approved by the Commission in Case Number TK-2004-0499<sup>1</sup> (the "Terms"). Subsequent to this, CenturyTel and Cricket signed a letter relating to Cricket's adoption of the Terms. A copy of said letter, including the signature page signed by both parties to the adoption, is attached hereto as Exhibit 1. There are no outstanding issues between CenturyTel and Cricket relating to such adoption.

4. Section 252(i) of the Act provides as follows:

(i) AVAILABILITY TO OTHER TELECOMMUNICATIONS

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<sup>1</sup> Due to a scrivener's error, the wrong case number (regarding the Spectra Communications Group, LLC/WWC License LLC ICA) was mistakenly referenced.

## CARRIERS.-

A local exchange carrier shall make available any interconnection services, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and condition as those provided in the agreement.

5. Concurrent with, and as an integral part of, the above-referenced adoption, following good faith negotiations CenturyTel and Cricket also agreed to supplement and amend the underlying adopted agreement by including Attachment I (Rates and Charges for Transport and Termination of Traffic) and Attachment II (Rates and Charges for Number Portability Service Orders) (collectively referenced herein as the "Addendum"), as reflected in Exhibit 1. There are no outstanding issues between CenturyTel and Cricket that need the assistance of mediation or arbitration.

6. CenturyTel seeks the Commission's approval of the Addendum, consistent with the provisions of the Act. CenturyTel believes that the implementation of this Addendum complies fully with Section 252(e) of the Act because it is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The Addendum promotes interconnectivity and diversity in providers, and will increase customer choices for telecommunications services. CenturyTel respectfully requests that the Commission grant approval of this Addendum, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise between CenturyTel and Cricket.

7. The statutory standards of review are set forth in Section 252(e) of the Act, which provides:

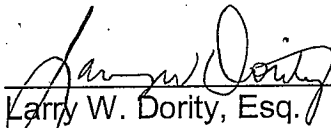
(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED. – Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION. – The State Commission may only reject –
  - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
    - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
    - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; . . .

8. The negotiated and executed Addendum is consistent with Missouri Senate Bill 507, which became effective on August 28, 1996.

WHEREFORE, CenturyTel of Missouri, LLC respectfully requests the Commission to enter an Order simultaneously recognizing the attached Adoption of Interconnection and Reciprocal Compensation Agreement and approving the Addendum to Interconnection and Reciprocal Compensation Agreement contained therein, both entered into with Cricket Communications, Inc.

Respectfully submitted,


  
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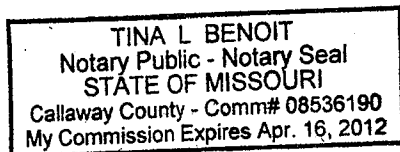
VERIFICATION


STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF COLE                    )

I, Arthur P. Martinez, of lawful age, being first duly sworn upon my oath, state that I am the Director of Government Relations for CenturyTel of Missouri, LLC, and that I am authorized to make this verification on behalf of CenturyTel of Missouri, L.L.C.; and that the facts set forth in the foregoing pleading are true to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Arthur P. Martinez

Subscribed and sworn to before me this 30<sup>th</sup> day of May, 2008.



  
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Notary Public

My Commission expires:

April 16, 2012

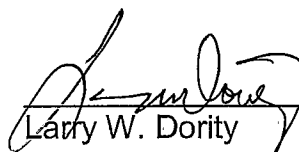
## CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 30<sup>th</sup> day of May, 2008 to:

Office of the Public Counsel  
200 Madison Street  
Jefferson City, MO 65101  
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Larry W. Dority