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October 27, 2006

**VIA eDOCKET and**  
**UPS NEXT DAY MAIL**

Ms. Francis Nichols, Administrative Specialist  
 Administrative Hearings Division  
 PUBLIC UTILITY COMMISSION OF OREGON  
 550 Capitol Street N.E., Suite 215  
 Salem, Oregon 97301-2551

Re: AMENDED APPLICATION OF CINGULAR WIRELESS, LLC FOR DESIGNATION AS AN  
ELIGIBLE TELECOMMUNICATIONS CARRIER PURSUANT TO THE  
TELECOMMUNICATIONS ACT OF 1996 (Non-Rural and Rural Areas) (Docket UM 1253)

Dear Ms. Nichols:

Enclosed for filing are copies of both the "proprietary and confidential" and "public" versions of the **"AMENDED APPLICATION OF CINGULAR WIRELESS, LLC FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996"** in the above-referenced proceeding. The original and five (5) copies of this document are being delivered via UPS next day mail. Confidential Exhibits E, G, I and J to the "proprietary and confidential" version of the Application contain information that constitute "trade secrets" exempt from public disclosure pursuant to ORS 192.420(1) and 192.510(2). Cingular requests that the Commission accord confidential treatment to these exhibits.

Thank you for your assistance.

Very truly yours,

Davis Wright Tremaine LLP

Mark P. Trincher

MPT:bl

(Enclosures)

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UM 1253**

**APPLICATION OF CINGULAR WIRELESS, LLC )  
FOR DESIGNATION AS AN ELIGIBLE )  
TELECOMMUNICATIONS CARRIER )      AMENDED APPLICATION  
IN THE STATE OF OREGON PURSUANT TO )  
THE TELECOMMUNICATIONS ACT OF 1996      )**

**AMENDED APPLICATION OF CINGULAR WIRELESS, LLC FOR DESIGNATION  
AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF  
OREGON PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

Cingular Wireless, LLC (“Cingular”), on behalf of itself and its affiliated entities in Oregon, New Cingular Wireless PCS, LLC; Hood River Cellular Telephone Company, Inc., Medford Cellular Telephone Company, Inc., and Salem Cellular Telephone Company, (collectively “Cingular”) respectfully submits this Application for Designation as an Eligible Telecommunications Carrier (“ETC”) pursuant to Section 214(e)(2) of the federal Communications Act of 1934, as amended (“Act”),<sup>1</sup> Section 54.201 of the Federal Communications Commission (“FCC”) rules and consistent with the requirements set forth in Order No. 06-292 in docket UM 1217<sup>2</sup>. Cingular requests that it be designated as eligible to receive available support from the federal Universal Service Fund (“USF”) including, but not limited to, support for rural, insular and high-cost areas and low-income customers. In support of this Application, the following is respectfully shown:

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<sup>1</sup> 47 U.S.C. § 214(e)(2).

<sup>2</sup> *In the matter of Public Utility Commission of Oregon Staff Investigation to Establish Requirements for Initial designation and Recertification of Telecommunications Carriers Eligible to Receive Federal Universal Service Support*, Order No. 06-292, entered June 13, 2006 in docket UM 1217 (“ETC Order”).

## **I. APPLICANT**

The Applicants are: New Cingular Wireless PCS, LLC; Hood River Cellular Telephone Company, Inc., Medford Cellular Telephone Company, Inc., and Salem Cellular Telephone Company. The Applicants are subsidiaries of Cingular Wireless LLC. Cingular Wireless LLC's principal place of business is located in Atlanta, Georgia.

Cingular is authorized by the FCC to provide commercial mobile radio services ("CMRS") throughout the requested service area in the state of Oregon.

## **II. ALLEGATION OF FACTS**

### **A. Eligibility and Identification of the Service Area.**

Under Sections 214(e) and 254 of the Act, the Public Utility Commission of Oregon ("OPUC" or "Commission") is authorized to designate Cingular as an ETC. Section 214(e)(2) of the Act requires state commissions to designate as an ETC, throughout the service area for which ETC status is sought, any common carrier that: (i) offers services that are supported by federal universal service support mechanisms; and (ii) advertises the availability of such services.

Section 214(e)(2) of the Act provides that ETC designations shall be made for a "service area" designated by the state commission. Section 214(e)(5) of the Act provides that the "service area" shall be the geographic area established by the state commission. In areas served by a non-rural company, the state commission may redefine the study area of the incumbent local exchange carriers in designating a competitive ETC service area without federal concurrence.<sup>3</sup> In areas served by a rural telephone company, the FCC's rules generally define a competitive ETC's "service area" to mean the LEC study area.<sup>4</sup> Attached as Exhibit A is a list of the non-rural ILEC wire centers and the rural ILEC wire centers for which Cingular seeks to be

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<sup>3</sup> See 47 U.S.C. § 214(e)(5).

<sup>4</sup> See 47 C.F.R. § 54.207(b).

designated as an ETC. Cingular does not seek to split any wire centers in the non-rural ILEC areas. Cingular does not seek to serve fewer than all the wire centers in any of the rural ILEC study areas listed in Exhibit A. Cingular does not seek redefinition of any of the rural study areas. Attached as Exhibit B are maps depicting Cingular's proposed ETC service area and Cingular's FCC licensed service areas in the state of Oregon.<sup>5</sup>

### **III. CINGULAR SATISFIES THE STATUTORY AND REGULATORY PREREQUISITES FOR DESIGNATION AS A FEDERAL ETC**

Cingular satisfies each of the statutory and regulatory prerequisites set forth in the Act, the FCC's Rules<sup>6</sup>, and the *ETC Order*<sup>7</sup>. On March 17, 2005, the FCC released its *ETC Requirements Order*<sup>8</sup> establishing additional requirements for carriers seeking ETC designation before the FCC. These additional requirements, however, are not binding on state commissions. This Commission recently considered whether to adopt all or some portion of the rules promulgated by the FCC, and issued a set of ETC Initial Designation Application requirements in the *ETC Order*.<sup>9</sup> In this Amended Application, Cingular provides all of the information required by the Commission pursuant to the *ETC Order*.

#### **A. Cingular is a Common Carrier**

Cingular is a "common carrier" under 47 U.S.C. § 214(e)(1) and 214(e)(6) for purposes of ETC designation.

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<sup>5</sup> See *ETC Order*, Requirement 3.1.1, Appendix A, p. 1.

<sup>6</sup> 47 U.S.C. § 214(e)(1)-(2), and 47 C.F.R. § 54.201.

<sup>7</sup> See *ETC Order*, Appendix A, pp. 1-3.

<sup>8</sup> *In the Matter of Federal-State Joint Board on Universal Service, Report and Order*, 20 FCC Rcd 6371 (2005) ("ETC Requirements Order").

<sup>9</sup> *ETC Order*, Appendix A, pp. 1-3.

**B. Cingular Offers the Services and Functionalities Supported by the Federal High-Cost and Low-Income Universal Service Program**

Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules provide that carriers designated as ETCs shall, throughout their service area, (1) offer the services that are supported by the federal universal service support mechanisms either using their own facilities or a combination of their own facilities and resale of another carrier's services, and (2) advertise the availability of such services and the charges therefore using media of general distribution.<sup>10</sup> The services which are supported by the federal USF are:

- (1) voice-grade access to the public switched telephone network;
- (2) local usage;
- (3) dual-tone multi-frequency signaling or its functional equivalent;
- (4) single-party service or its functional equivalent;
- (5) access to emergency services;
- (6) access to operator services;
- (7) access to interexchange service;
- (8) access to directory assistance; and
- (9) toll limitation for qualifying low-income consumers.<sup>11</sup>

Cingular provides all of the nine supported services in satisfaction of the requirements of Section 214(e)(1) of the Act and the *ETC Order*.<sup>12</sup> Cingular accepts the obligation to offer these supported services throughout its ETC designated area in the state upon reasonable request in full compliance with the obligation of an ETC.

Voice Grade Access. “Voice grade access” permits a telecommunications user to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal that there is an incoming call. The FCC has determined that voice grade access to the public switched telephone network

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<sup>10</sup> 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

<sup>11</sup> 47 C.F.R. § 54.101(a)(1)-(9).

<sup>12</sup> *ETC Order*, Requirement 2.1, Appendix A, p. 1.

means the ability to make and receive calls with a minimum bandwidth of 300 to 3000 Hertz.<sup>13</sup>

Through its interconnection agreements with local exchange carriers (LECs) in Oregon,

Cingular's customers are currently able to make and receive calls on the public switched

telephone network within the specified bandwidth.

Local Usage. “Local usage” is defined as an amount of minutes of use of exchange service, as prescribed by the FCC, provided without an additional charge to end users. 47 C.F.R. §54.101(2). In the *ETC Requirements Order* the FCC provided further guidance on this measure, which the Commission has generally adopted in the *ETC Order*. Specifically the *ETC Order* requires an applicant to demonstrate that it “offers a local usage plan comparable that is comparable to the basic local service offerings of the ILEC.”<sup>14</sup> While the FCC has declined to adopt a specific local usage threshold, it instead requires that the local usage plan of an ETC applicant be reviewed on a case-by-case basis.

Cingular is committed to providing all its 57.3 million customers with valuable calling plans and believes that its calling plans are comparable in value to those offered by the incumbent LEC. Calling plans cannot be compared solely on price, but must also consider calling scope and the additional features and functionalities offered. Cingular’s current calling plans offer consumers numerous benefits including the inherent mobile nature of wireless service. Further, Cingular’s “local” calling area is much broader than the incumbent LEC. For example, customers that currently choose the Cingular Nation GSM or the FamilyTalk calling plans never pay additional roaming or long distance charges in the United States and are served by the largest voice and data network in America. Thus, all calls from anywhere on the Cingular

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<sup>13</sup> *Federal-State Joint Board on Universal Service, First Report and Order*, 12 FCC Rcd 8776 (1997) (“First Report and Order”), ¶¶63-64.

<sup>14</sup> *ETC Order*, Requirement 2.4, Appendix A, p. 1.

network to anywhere else in the United States are “local” calls for these customers. Also, the calling plans currently offered by Cingular include numerous features that are available at no additional charge, such as: Voicemail, Caller ID, Call Forwarding, Call Waiting, Detailed Billing, and Three-Way Calling. Moreover, many of the post-paid calling plans currently offered by Cingular include either unlimited nights and weekend minutes or generous night and weekend minute packages, as well as unlimited mobile calling between Cingular customers, and the ability to Rollover unused minutes for use in subsequent months. Examples of Cingular’s calling plans are attached as Exhibit D.

Dual Tone Multi-frequency Signaling or its Functional Equivalent. “DTMF” is a method of signaling that facilitates the transportation of call set-up and call detail information. DTMF makes “touchtone” dialing possible by facilitating the transportation of signaling through the network. The FCC has recognized that “wireless carriers use out-of-band signaling mechanisms...[It] is appropriate to support out-of-band signaling mechanisms as an alternative to DTMF signaling.”<sup>15</sup> Cingular currently uses out-of-band digital signaling and in-band multi-frequency signaling that is the functional equivalent to DTMF signaling, in accordance with the FCC’s requirements.<sup>16</sup>

Single party Service. “Single-party service” permits the exclusive use of a particular subscriber loop or access line by a single subscriber. The FCC has determined that a CMRS provider meets the requirement of offering single party service when it offers a dedicated message path for the length of a user’s particular transmission.<sup>17</sup> Cingular meets the requirement of single-party service in all of its service offerings by providing a dedicated message path for the length of a user’s wireless transmission.

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<sup>15</sup> *Universal Service Order*, ¶71.

<sup>16</sup> See also *ETC Order*, Requirement 2.1, Appendix A, p.1.

<sup>17</sup> 47 C.F.R. § 54.101(a)(4); *Universal Service Order*, ¶62.

Access to Emergency Services. “Access to emergency service” means the ability to reach a public service answering point (“PSAP”) by dialing “911”. The FCC requires that a carrier must provide access to enhanced 911 or “E911”, which includes the capability of providing both automatic numbering information (“ANI”) and automatic location information (“ALI”), when the PSAP is capable of receiving such information and the service is requested from the carrier.<sup>18</sup> Cingular currently provides its voice customers in Oregon with the ability to access emergency services by dialing “911”. Cingular is also capable of delivering ANI and ALI information over its existing network and is in compliance with all applicable federal E911 requirements. Cingular will continue to work with local PSAPs within its ETC services areas to make E911 service available according to the FCC’s requirements.

Access to Operator Services. “Access to operator services” means any automatic or live assistance provided to a customer to arrange for the billing or completion, or both, of a telephone call.<sup>19</sup> Cingular meets this requirement by providing access to operator services to its customers by dialing “0”.

Access to Interexchange Services. An ETC must offer consumers access to interexchange service to make and receive toll or interexchange calls. Cingular currently meets this requirement by providing all of its subscribers with the ability to make and receive interexchange or toll calls. This Commission in its *ETC Order* adopted the requirement that the ETC acknowledge that it may be required to provide equal access if it is the only remaining ETC in an area.<sup>20</sup> Cingular agrees to abide by this requirement consistent with the parameters of federal law.

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<sup>18</sup> 47 C.F.R. § 20.18(j); *Universal Service Order*, ¶73.

<sup>19</sup> 47 C.F.R. § 54.101(a)(6); *Universal Service Order*, ¶75.

<sup>20</sup> *ETC Order*, Requirement 2.5, Appendix A, p. 1.

Directory Assistance. “Access to directory assistance” means the ability to provide access to a service that makes directory listings available.<sup>21</sup> Cingular currently meets this requirement by providing its customers access to directory assistance by dialing “411”.

Toll Limitation. “Toll limitation” includes the offering of either “toll control” or “toll blocking” to qualifying low-income customers, as a means of limiting or blocking the completion of outgoing toll calls.<sup>22</sup> An ETC is not required to provide both services if the carrier is incapable of providing both.<sup>23</sup> Once designated as an ETC, Cingular will participate in the Lifeline and Link Up programs for qualifying low-income customers. The Lifeline calling plan that Cingular intends to offer does not make a distinction between local and toll calls. If for any reason Cingular changes that offer, it will meet the toll limitation requirement by providing toll blocking.<sup>24</sup>

**C. Cingular Will Provide the Supported Services Using its Own Facilities or a Combination of Its Own Facilities and Resale of Another Carrier’s Services**

Cingular will provide the supported services using its own facilities or a combination of its own facilities and the resale of another carrier’s service. Cingular primarily will use its own network infrastructure, which includes the same antennae, cell-sites, towers, trunking, mobile switching and interconnection facilities used to serve its existing customers.<sup>25</sup>

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<sup>21</sup> 47 C.F.R. § 54.101(a)(8).

<sup>22</sup> 47 C.F.R. § 54.400(b)-(d); *Universal Service Order*, ¶82.

<sup>23</sup> 47 C.F.R. § 54.400(d).

<sup>24</sup> Cingular is currently evaluating its Lifeline Calling Plan to determine whether it can offer a larger variety of plans.

<sup>25</sup> See Confidential Exhibit I, which shows the extent of current network coverage and signal strength. See *ETC Order*, Requirement 4.2, Appendix A, p. 3. Confidential Exhibit I contains highly confidential information that constitutes “trade secrets” exempt from disclosure pursuant to ORS 192.420(1) and 192.510(2). Cingular requests the Commission accord Exhibit I confidential treatment.

**D. Cingular Will Advertise the Availability of and Charges for its Universal Service Qualifying Offerings**

Pursuant to Section 54.201 of the FCC's rules<sup>26</sup>, Cingular will advertise the availability of the supported services detailed above and the corresponding rates and charges in a manner designed to inform the general public within its designated ETC service areas. This advertising will occur through some combination of media channels, such as television and radio, newspaper, magazine and other print advertisements, outdoor advertising, direct marketing, and the Internet.<sup>27</sup> Cingular also intends to promote its Lifeline service in Oregon, primarily through print and radio advertising, collateral in its stores and direct outreach by Cingular to community health, welfare and employment offices.<sup>28</sup> Attached as Exhibit F is a sample of the Lifeline collateral and print advertisements used in Washington State where Cingular is already an ETC.

**E. Commitment to Consumer Protection**

Consistent with the FCC's *ETC Report and Order* and this Commission's requirements, Cingular will abide by the Cellular Telecommunications and Internet Associations Consumer Code for Wireless Service ("CTIA 'Code')."<sup>29</sup> Cingular has already adopted the CTIA Code and is committed to compliance with the CTIA Code throughout its service areas, including in those areas where it is seeking designation as an ETC.

Cingular also exceeds the CTIA Code in several respects. For example, Cingular exceeds the 14-day "no-risk" trial period set forth in the CTIA Code by providing a 30-day trial period. In addition, Cingular has instituted other consumer-friendly measures such as Cingular Service Summary ("CSS") which summarizes for each customer important elements of his or her service,

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<sup>26</sup> See also *ETC Order*, Requirement 6.1, Appendix A, p. 3.

<sup>27</sup> See Confidential Exhibit E, which provides data regarding Cingular's 2006 advertising plan. Confidential Exhibit E contains highly confidential information that constitutes "trade secrets" exempt from disclosure pursuant to ORS 192.420(1) and 192.510(2). Cingular requests the Commission accord Exhibit E confidential treatment.

<sup>28</sup> See *ETC Order*, Requirements 7.1 – 7.3, Appendix A, p. 3.

<sup>29</sup> See 47 C.F.R. § 54.202(a)(3).

such as calling plan details, first bill and ongoing bill estimator, listing of important standard charges and of Cingular's policies. Customers that purchase service at a Cingular store receive a customized CSS.

Consistent with this Commission's requirements and as it does today, Cingular agrees to use its best efforts to resolve complaints received by the Commission, and designates the following contact person to work with the Commission's Consumer Services Division for complaint resolution, Steve Bethel, Office of the President, 10000 Goethe Road, Sacramento, CA 95827.<sup>30</sup>

#### **F. Commitment to Provide Service Upon Reasonable Request**

Consistent with the Commission's requirements, Cingular commits that if a request is made by a potential customer within its existing network coverage, Cingular will provide service immediately using its standard customer equipment (handsets/wireless devices). If a potential customer requests service within Cingular's designated area, but outside its existing network coverage, Cingular will follow the six-step process specified in 47 C.F.R. § 54.202(a)(1)(A). Specifically, Cingular will determine if service can be provided at reasonable cost by (a) modifying or replacing the requesting customer's equipment; (b) deploying a roof-mounted antenna or other equipment; (c) adjusting the nearest cell tower; (d) adjusting network or customer facilities; (e) reselling services from another carrier's facilities to provide service; or (f) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment.<sup>31</sup>

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<sup>30</sup> *ETC Order*, Requirement 9.2, Appendix A, p. 3.

<sup>31</sup> See *ETC Order*, Requirement 3.2, Appendix A, p. 1.

## **G. Network Improvement Plan**

This Commission requires that carriers seeking ETC designation provide a detailed two-year network improvement plan that demonstrates how the applicant will use support funds (excluding low income support) as well as an overview plan describing generally how the applicant plans to expand or improve services three to five years into the future, using its own funds and future support funds.<sup>32</sup> Cingular's detailed two-year plan is attached as Confidential Exhibit G.<sup>33</sup> This plan depicts the capital expenditures and corresponding increases in coverage that residents in high-cost areas of Oregon will enjoy if Cingular is granted ETC status. Cingular has to the best of its ability estimated the quarter of the year in which the improvements will occur. It is important to note, however, that the timing for the construction of a cell site or other network improvements depends on numerous variables, some of which are beyond Cingular's control, and thus is subject to change. Also in the attached plan, when relevant, Cingular has provided estimates of maintenance and upgrade costs for each year in the two-year period.

In years 3 through 5, Cingular commits to continuing to make capital investments in the areas in which it is requesting to be designated as an ETC. This will be in the form of new cell sites and improvements to existing cell sites.

## **H. Ability to Remain Functional in an Emergency**

Cingular is committed to providing and maintaining essential telecommunications services in times of emergency. Indeed, there are numerous actions Cingular has already taken for emergency preparedness. Cingular has in place a comprehensive disaster recovery plan that is reviewed annually. In preparation for power outages, Cingular has battery backup power and

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<sup>32</sup> See *ETC Order*, Requirement 5.3, Appendix A, p. 2.

<sup>33</sup> The information contained in this plan is highly confidential and constitutes "trade secrets" exempt from public disclosure pursuant to ORS 192.420(1) and 192.501(2). Therefore, Cingular requests that the Commission accord Exhibit G confidential treatment.

generators at its switch locations. In addition, the majority of Cingular's cell sites have battery back-up and there are permanent generators at many of its critical cell sites (not all cell sites are conducive to generators), and portable generators are available for deployment in the region. Cingular also has monitoring systems in place so that it quickly knows if it has any switches or cells sites that are not functioning properly. Further, in response to natural disasters, such as the recent hurricanes, Cingular has generators, Cell Sites on Wheels ("COWs") and portable microwave equipment (when there is outage of the lines that Cingular leases from the wireline carrier) that it can deploy. In these situations, Cingular also works closely with its major equipment vendors to quickly replace or repair damaged hardware on its cell sites.<sup>34</sup>

#### **IV. DESIGNATING CINGULAR AS A COMPETITIVE ETC WILL SERVE THE PUBLIC INTEREST**

In addition to finding that an applicant provides the supported services and the other enumerated requirements, the Commission must also determine whether designation of Cingular as an ETC in the areas requested serves the public interest. Cingular strongly believes that designating Cingular as an ETC is in the public interest.

##### **A. Unique Advantages Cingular's Service Offerings**

In addition to providing consumers with the benefits of increased choice and competition, there are other advantages to designating Cingular as an ETC. Cingular's customers enjoy the advantages of Cingular's GSM network. GSM has the benefit of being the global standard for interconnected mobile voice service. Cingular's customers have the advantage of picking from an unprecedented selection of handsets and devices to meet their needs. In addition, Cingular's customers are able to enjoy the largest international coverage of any U.S. carrier, giving customers the ability to make calls in 170 countries on six continents, with wireless data roaming

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<sup>34</sup> See *ETC Order*, Requirement 8.1, Appendix A, p. 3.

in over 80 countries for laptops, PDAs, and other data services. Further, Cingular is launching high speed data service for its customers. Customers in Oregon are already able to enjoy Cingular's EDGE data network which provides average downlink data speeds of 70 to 135 kbps. Additionally, Cingular is currently in the process of transitioning its EDGE data network to the Universal Mobile Telecommunications System ("UMTS") with High Speed Downlink Packet Access ("HSDPA") which provides average downlink speeds of 400 to 700 kbps. UMTS/HSDPA has already launched in the Portland area and Cingular has plans to continue its deployment. Although data is not a supported service, and Cingular will not use universal service funds for data deployment, the availability of mobile data services on Cingular's network is a public interest benefit to subscribers of Cingular's universal service offerings.

#### **B. Use of Support for the Preservation and Advancement of Universal Service**

Once designated, Cingular commits to use the support it receives for network expenditures for the provision, maintenance, and upgrading of its facilities and services within the designated area. Upon receipt of ETC designation in Oregon, Cingular will use the support it receives to improve its infrastructure in rural, high-cost, and insular areas. Cingular has evaluated the projected levels of support and areas where coverage or service could be improved. As described above, included as Confidential Exhibit G is Cingular's comprehensive two-year improvement plan, showing anticipated new cell sites and improvements to existing sites. Cingular takes seriously the service responsibility that comes with ETC designation and will use the support it receives to help fulfill this responsibility. Consistent with this Commission's requirements, attached as Exhibit C is the affidavit of Michael Maxwell, Vice President and General Manager – Washington/Oregon, certifying that support funds received pursuant to 47

C.F.R. Part 54, Subpart D, and part 36, Subpart F will be used only for the intended purposes.<sup>35</sup>

In addition, attached as Exhibit H are copies of the certifications required by the FCC pursuant to 47 C.F.R. Subpart 54.809 to receive Interstate Access Support and 47 C.F.R. Subpart 54.904 to receive Interstate Common Line Support.

### **C. State and Federal Precedent**

Designation of Cingular as an ETC is consistent with ETC decisions across the country, including the decisions of this Commission. Numerous state commissions have repeatedly found that designating wireless carriers as ETCs is in the public interest. For example, in its decision designating *AT&T Wireless* as an ETC, the Washington Utilities and Transportation Commission stated, “Designating AWS as an ETC furthers the public interest because consumers will receive benefits from increased competition in the form of a greater variety of services and more comparability of services, compared to more urban areas. Rural customers also benefit because they, rather than the government, will choose which services meet their telecommunications needs.”<sup>36</sup> This Commission has similarly concluded that designating wireless carries as ETCs in rural ILEC territories is in the public interest.<sup>37</sup>

### **D. Cream-Skimming Analysis**

Since Cingular is seeking designation for entire wire centers in non-rural ILEC areas and entire study areas in rural ILEC areas, the Commission does not need to perform a cream-skimming analysis.<sup>38</sup>

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<sup>35</sup> See *ETC Order*, Requirement 5.1, Appendix A, p. 3.

<sup>36</sup> AT&T Wireless, Order Granting Petition for Designation as an Eligible Telecommunications Carrier, Docket No. UT-043011(April 13, 2004), ¶40. After AT&T Wireless merged with Cingular this designation was amended to reflect the change in legal entities, see Order No. 2, April 29, 2005.

<sup>37</sup> See *RCC ETC Order* at 16; see also *USCC ETC Order* at 15; see also *Edge ETC Order* at 8.

<sup>38</sup> See *ETC Order*, Requirement 10.2, Appendix A, p. 3.

## **V. ANNUAL RECERTIFICATION PROCESS**

Cingular commits to comply with the annual certification requirements recently adopted by the Commission.<sup>39</sup>

## **VI. HIGH-COST CERTIFICATION**

Under FCC Rule Sections 54.313 and 54.314, carriers wishing to obtain high-cost support must either be certified by the appropriate state commission or, where the state commission does not exercise jurisdiction, must self-certify with the FCC and the Universal Services Administrative Corporation (“USAC”) their compliance with Section 254(e). Cingular submits its high-costs certification as Exhibit C. Cingular requests that the Commission issue a finding that Cingular has met the high-cost certification requirement and that Cingular is, therefore, entitled to begin receiving high-cost support as of the date it receives a grant of ETC status from the Oregon Commission.

## **VII. LEGAL AUTHORITY**

The Commission has the legal authority to grant the relief requested by the Applicant pursuant to 47 U.S.C. §214(e)(2); 47 C.F.R. § 54.201; *see also, In the Matter of Applications to be Designated Eligible Telecommunications Carriers in the State of Oregon*, Commission Order No. 97-481, Docket UM 873, entered December 16, 1997; *see also RCC ETC Order UM 1083; see also USCC ETC Order, UM 1084; see also Edge ETC Order, UM 1177; see also ETC Order, UM 1217.*

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<sup>39</sup> See ETC Order, Appendix A, pp. 4-6.

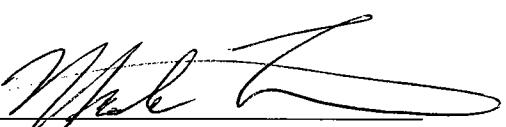
## VIII. RELIEF REQUESTED

For the reasons set forth above, and pursuant to Section 214(e)(2) of the Act, Cingular requests that the Commission enter an Order designating Cingular as an ETC for the areas described herein and that the Commission enter this Order at the earliest possible date.

Dated the 27<sup>th</sup> day of October, 2006.

Respectfully submitted,

CINGULAR WIRELESS, LLC

By:   
Mark P. Trincherio, OSB #88322  
DAVIS WRIGHT TREMAINE LLP  
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(503) 778-5318

CINGULAR WIRELESS, LLC  
Cindy Manheim, Senior Counsel Regulatory  
PO Box 97061  
Redmond, WA 98073-9761  
(425) 580-8112

## Exhibit A

### **List of Rural ILEC Wire Centers in Cingular's Proposed ETC Areas**

| <b>Study Area<br/>Code</b> | <b>ILEC Name</b>                   | <b>CLLI</b>   | <b>Wire Center</b>   |
|----------------------------|------------------------------------|---|--|
| 532359                     | Beaver Creek Cooperative Tel. Co.  | BVCK)RXA  | Beaver Creek   |
| 532362                     | Canby Telephone Association        | CNBYORXA<br>NEDYORXA  | Canby<br>Needy   |
| 532363                     | Clear Creek Mutual Telephone Co.   | RDLDORXX  | Redland  |
| 532373                     | Gervais Telephone Company          | GRVSORXX  | Gervais  |
| 532375                     | Roome Telecommunications Inc.      | HLSYORXB  | Halsey   |
| 532377                     | Home Telephone Company             | CNDNORXB  | Condon   |
| 532378                     | Trans-Cascades Telephone Company   | ANTPORXA  | Antelope   |
| 532386                     | Mt. Angel Telephone Company        | MTANORXA  | Mount Angel  |
| 532387                     | Nehalem Telephone and Telegraph    | NHLMORXA  | Nehalem  |
| 532388                     | North State Telephone Company – OR | DUFUORXA  | Dufur  |
| 532391                     | Peoples Telephone Co. – OR         | LYNSORXA  | Lyons  |
| 532393                     | Pioneer Telephone Cooperative      | ALSEORXX<br>BLFNORXX<br>BLDGORXA<br>CHWDORXX<br>PHLMORXA<br>SBCHORXX<br>WLLPTORXX<br>YCHTORXX | Alsea<br>Bellfountain<br>Blodgett<br>Chitwood<br>Philomath<br>South Beach<br>Waldport<br>Yachats |
| 532396                     | St. Paul Coop. Tel. Assn.          | STPLORXX  | St. Paul   |
| 532399                     | Stayton Coop. Tel. Co.             | STTNORXA  | Stayton  |

## Exhibit A

### **Cingular Proposed ETC Area (Non-Rural)**

#### **Qwest Corporation (535163)**

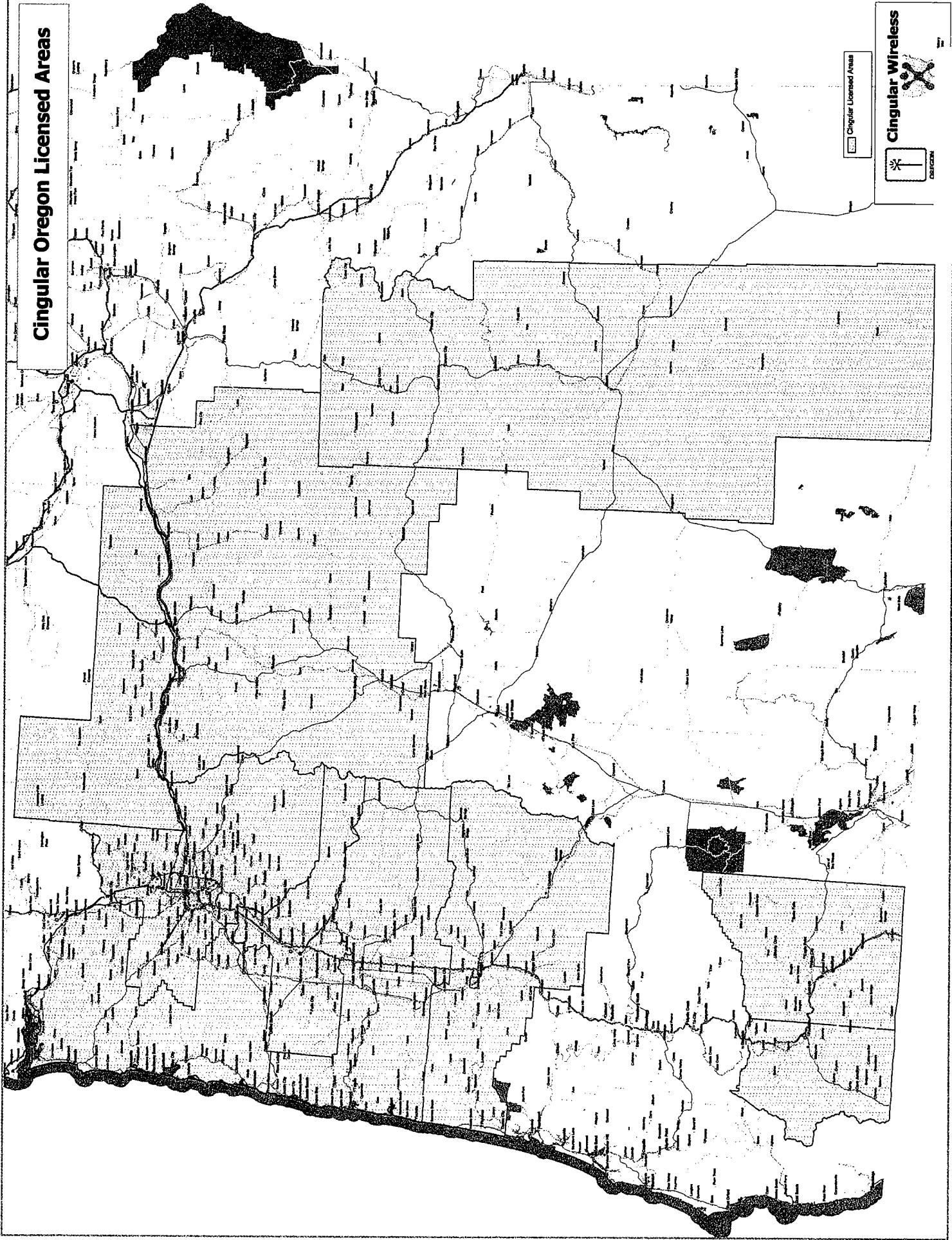
|           |               |
|-----------|---------------|
| ADAROR21  | Adair         |
| BLBTOR01  | Black Butte   |
| BLRVOR53  | Blue River    |
| BURLOR62  | Burlington    |
| CLCKOR53  | Culp Creek    |
| CLVROR01  | Culver        |
| CNBHOR64  | Cannon Beach  |
| CTGVOR53  | Cottage Grove |
| FLCYOR58  | Falls City    |
| GLHLOR55  | Gold Hill     |
| JCVLOR56  | Jacksonville  |
| JFSNOR63  | Jefferson     |
| JNCYOR51  | Junction City |
| LEBGOR54  | Leaburg       |
| LWLLOR53  | Lowell        |
| MDRSOR52  | Madras        |
| MPTNOR54  | Mapleton      |
| MRCLOR53  | Marcola       |
| NPLNOR62  | North Plains  |
| OKRGOR01  | Oakridge      |
| RANROR01  | Rainier       |
| RGRVOR55  | Rogue River   |
| SLTZOR66  | Siletz        |
| TOLDOR66  | Toledo        |
| UMTLOR57  | Umatilla      |
| VENTOR54  | Veneta        |
| WRSPOR52  | Warm Springs  |
| WESPTOR64 | Westport      |

**ETC Boundary**

Boundary Class  
□ OR\_SAC  
□ Other

**Cingular Wireless**  
\*  
OREGON  
RF ENGINEERING

**Cingular Oregon Licensed Areas**



March 6, 2006

Mr. Phil Nyegaard  
Administrator  
Telecommunications Division  
Public Utility Commission of Oregon  
550 Capitol St. NE  
Salem, Oregon 97310-1380

Re: Cingular Wireless, LLC  
Certification for High Cost Loop Support

Dear Mr. Nyegaard:

I, Michael Maxwell, in my capacity as Vice President/General Manager Washington/Oregon of Cingular Wireless LLC, and on behalf of its subsidiaries New Cingular Wireless PCS, LLC, Hood River Cellular Telephone Company, Inc., Medford Cellular Telephone Company, Inc., and Salem Cellular Telephone Company (collectively, "Cingular"), being of lawful age and duly sworn, state, declare and certify under penalty of perjury as follows:

1. Cingular will use the universal service support it receives only for the provision, maintenance, and upgrading of facilities and services for which the support is intended, pursuant to Section 254(e) of the Telecommunications Act of 1996..
2. I am authorized by Cingular to make this statement.

PDX 1393780v1 68258-6  
Portland

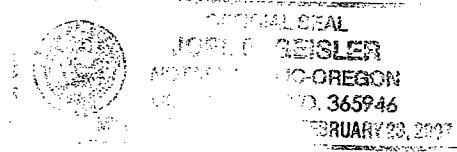
March 6, 2006  
Page 2

I hereby certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.  
Executed on March 6, 2006.

  
By: Michael Maxwell  
Title: Vice President/General Manager –  
Washington/Oregon

(Notary Seal)

Subscribed and sworn to before me  
This 6<sup>th</sup> day of March, 2006.



  
Notary Public

## Cingular FamilyTalk® Calling Plans

### Cingular FamilyTalk Bundled Plans – Includes 2 Lines

| Nationwide Benefits   | Triple Your Minutes   |                           |                           |                           |                           |                           |
|---|---|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|   | 700<br>Rollover   | 1400<br>Rollover          | 2100<br>Rollover          | 3000<br>Rollover          | 4000<br>Rollover          | 6000<br>Rollover          |
| Anytime Minutes   | <b>700</b><br>Rollover  | <b>1400</b><br>Rollover   | <b>2100</b><br>Rollover   | <b>3000</b><br>Rollover   | <b>4000</b><br>Rollover   | <b>6000</b><br>Rollover   |
| Mobile to Mobile Minutes*   | UNLIMITED   | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 |
| Night & Weekend Minutes   | UNLIMITED   | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 | UNLIMITED                 |
| MEdia® Works Bundle   | Each line receives 1000 Messages & 5 MB of MEDIA Net Browsing |                           |                           |                           |                           |                           |
| <b>Total Package..</b>  | <b>\$99<sup>97</sup></b>                                      | <b>\$119<sup>97</sup></b> | <b>\$139<sup>97</sup></b> | <b>\$179<sup>97</sup></b> | <b>\$229<sup>97</sup></b> | <b>\$329<sup>97</sup></b> |
| Additional Lines  | <b>\$9<sup>99</sup> PER LINE</b> (up to 3 additional lines)   |                           |                           |                           |                           |                           |
| How it will appear on your bill   |   |                           |                           |                           |                           |                           |
| Monthly Access**  | \$6 <sup>99</sup>   | \$8 <sup>99</sup>         | \$10 <sup>99</sup>        | \$14 <sup>99</sup>        | \$19 <sup>99</sup>        | \$29 <sup>99</sup>        |
| MEdia Works (each line pays \$14 <sup>99</sup> )  | \$29 <sup>98</sup>  | \$29 <sup>98</sup>        | \$29 <sup>98</sup>        | \$29 <sup>98</sup>        | \$29 <sup>98</sup>        | \$29 <sup>98</sup>        |
| Additional Minutes  | 45¢/min   | 40¢/min                   | 35¢/min                   | 25¢/min                   | 20¢/min                   | 20¢/min                   |
| INCLUDED FEATURES: Nationwide Long Distance, Voicemail, Call Forwarding, Call Waiting, 3-Way Calling, Caller ID, Additional MEdia Works usage charges are: Messages 5¢ per msg. and MEdia Net msg. 1¢/KB. |   |                           |                           |                           |                           |                           |

\*Promotional feature requires a new one- or two-year service agreement. \*\*Cingular also imposes monthly a Regulation Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on Cingular. These are not taxes or government-required charges.

### Reasons to Choose Cingular®

**Unlimited Mobile to Mobile**  
calling to the largest community,  
over 56 million Cingular customers

- Unlimited Nationwide**
- Night and Weekend Minutes**
- No Roaming or Long Distance Charges Nationwide**

**More Bars in More Places™**  
ALLOVER™ network, the largest digital voice and data network in America

- Share your Rollover Minutes\***  
keep your unused minutes from month to month and avoid overages

### Easy Manage Your Account

3 easy ways to check your minutes or balance:

Dial \*MIN# (SEND)  
Dial \*BAL# (SEND)

\*646#  
\*225#)

Go to MMedia Net > My Account

4 worry-free ways to pay your bill:

Dial \*PAY (#729)

Go to MMedia Net > My Account  
Sign up for TXT-2-PAY

Sign up for AutoPay

\*NOW (\*669) allows you to sign up for Roadside Assistance, VoiceDial and Text/Instant Messaging. Just dial \*669 from your Cingular phone. Minutes used may not include airtime used within the last two to five days and do not include recent roaming minutes due to delayed processing. See [www.cingular.com/star/services](http://www.cingular.com/star/services) for more details and limitations.



## More Bars in More Places™

**Y■■■ ALLOVER™**  
net work

The largest digital voice  
and data network in America

- Cingular Coverage Area  
Anytime, Mobile to Mobile and  
Night & Weekend Minutes apply
- Future Coverage Area  
Estimated availability by December 2006
- No Service Area



### Cingular GSM handset required.

Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future coverage, if depicted above, is based on current planning assumptions but is based on the location of the subscriber. Changes will be subject to change and may not be relied upon.



## M**E**dia<sup>™</sup> Bundles – Do It All

Text • Share Pics • Chat • Email • Browse • Play • Personalize

|   | M <b>E</b> dia Basic                |                                  | M <b>E</b> dia Works   |                                 | INCLUDES CINGULAR VIDEO          |                              |
|---|-------------------------------------|----------------------------------|--|---------------------------------|----------------------------------|------------------------------|
|   | <b>BEST VALUE</b>                   |                                  |  |                                 | <b>UNLIMITED</b>                 |                              |
| <b>Messaging</b> <sup>1,2</sup> – Text, Picture, Video and Instant Messaging                      | <b>400 messages</b><br>10¢/add'l KB | <b>1000 messages</b><br>5¢/add'l | <b>Messaging</b> <sup>1,2</sup> – Text, Picture, Video and Instant Messaging | <b>200 messages</b><br>5¢/add'l | <b>1000 messages</b><br>3¢/add'l | <b>M<b>E</b>dia Max 1000</b> |
| <b>M<b>E</b>dia Net</b> <sup>2</sup> – For Wireless Internet, Mobile Email and Downloadable Usage | <b>1 MB</b><br>1¢/add'l KB          | <b>5 MB</b><br>1¢/add'l KB       | <b>Internet, Mobile Email and Downloadable Usage</b>                         | <b>UNLIMITED</b>                | <b>UNLIMITED</b>                 | <b>UNLIMITED</b>             |
| <b>Monthly Access</b>   | <b>\$9.99</b>                       | <b>\$14.99</b>                   |  | <b>\$19.99</b>                  | <b>\$29.99</b>                   |                              |

**BONUS UNLIMITED FIRST MONTH usage with a M**E**dia Bundle OFFER:** or Messaging Extreme Package purchased by 9/23/2006

## Personalize and Entertain

| Ringtones, Games & Graphics     |   |
|---------------------------------|---|
| <b>Answer Tones</b>             | <b>Tone Club</b>  |
| 99¢/month<br>\$1.99/Answer Tone | 3-Pack for \$5.99/month<br>6-Pack for \$9.99/month                          |
|                                 | <b>Exclusive Premium Content</b>  |
|                                 | <b>HBO Mobile</b> – \$4.99/month<br><b>HBO Mobile Family</b> – \$2.99/month |

## Messaging Packages

|  | Messaging Starter                | Messaging Extreme                |
|--|----------------------------------|----------------------------------|
| <b>Messaging</b> <sup>1,2</sup> – Text, Picture, Video and Instant Messaging | <b>200 messages</b><br>10¢/add'l | <b>3000 messages</b><br>3¢/add'l |
| <b>Monthly Access</b>  | <b>\$4.99</b>                    | <b>\$19.99</b>                   |

1: International messages not included. Charges for international messages sent from the U.S. are 20¢ for Text Messages and 50¢ for Picture/Video Messages. Standard rates apply to all incoming messages when in the U.S. 2: Additional charges for premium content apply. 3: Where available, see [www.cingular.com/cv](http://www.cingular.com/cv) for availability. 4: Airtime and applicable long distance charges may apply when using these services. For full details on **Messaging**, **M**E**dia Net**, **Tone Club** and **Answer Tones**, see the **Cingular M**E**dia brochure**, [www.cingular.com/media/terms](http://www.cingular.com/media/terms) or [www.cingular.com/answertones](http://www.cingular.com/answertones). **Pay-Per-Use charges**: Text/Instant messaging 10¢/message; Picture/Video messages; M**E**dia Net/Browsing 1¢/KB. **Wireless Phone Insurance**: Underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion, LLC (Asurion Insurance Agency, LLC CA Lic#OD63161), a licensed agent of CNA. May not be available in all states. A \$50 non-refundable deductible per approved insurance replacement applies. See a Wireless Phone insurance brochure for complete terms and conditions on coverage, available at participating Cingular locations or [www.cingular.com](http://www.cingular.com). Eligibility varies by device.

**Unlimited Calling** for \$19.99/month for all lines in your group for up to 30 other Cingular Push to Talk users at the push of a button. (See **Push to Talk brochure for coverage specifics**)

**Push to Talk** See who's available and instantly speak with up to 30 other Cingular Push to Talk users at the push of a button. (See **Push to Talk brochure for coverage specifics**)

**Extended Nights & Weekends** \$16.99/month Get Night and Weekend Minutes from 7 p.m. to 7 a.m. – that's an extra 3 hours per day.

**Roadside Assistance** **FREE 30-day Trial!** After 30-day Trial \$2.99/month Out of gas? Flat tire? Locked out? Help is just a phone call away.

**VoiceDial** After 30-day Trial \$4.99/month You speak. It dials. You're connected. Just dial \*8 and VoiceDial places the call for you.

**Enhanced Voicemail** \$1.99/month Gives you greater storage capacity and advanced features.

**Cingular 411** \$1.79/call More than just phone numbers. Just dial 411 for movie listings, driving directions and more.

**Wireless Phone Insurance** \$3.99/month Wireless Phone Insurance includes replacements for lost, stolen or accidentally damaged phones, in addition to out-of-warranty mechanical or electrical failure.

Plan Terms

**Terms Applicable to Cingular FamilyTalk GSM Plans: Credit approval required.** Subscriber must live and have a mailing address within Cingular's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term. If phone is returned within 3 days, activation fee will be refunded. If all components, including the actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. Cingular charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. **Pricing/Taxes/No Proration:** Final month's charges are not prorated. Prices do not include taxes. **Activation Fees:** \$36 activation fee for each new line, \$26 activation fee applies on each additional FamilyTalk line. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico and U.S. Virgin Islands. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands. **Unlimited Voice Services:** Unlimited voice services are provided solely for live dialog between two individuals. If Cingular finds that you are using an unlimited voice service offering for other than live dialog between two individuals, Cingular will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **Offnet Usage:** If your minutes of use (including unlimited services) on other carrier networks ("offnet usage") during any two consecutive months exceeds your offset usage allowance, Cingular may deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offset usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. Cingular will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **Caller ID Blocking:** Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. See Wireless Service Agreement for additional conditions and restrictions. **Rollover Minutes:** Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes will also expire immediately upon default or if customer changes plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, or if a new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash, or credit and are not transferable. **FamilyTalk®: FamilyTalk™** may require up to a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. FamilyTalk® requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains it shall be converted to the closest single line rate. **Mobile to Mobile Minutes:** To Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other networks. Calls to Cingular Voicemail not included.

**Terms Applicable to Features:** Certain features will not be available in all areas at all times. See Roadsider Assistance welcome letter and/or brochures for full terms and conditions. **VoiceDial:** Regular airline charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with Voicedial Services. Caller ID cannot be blocked. Caller ID will be delivered on calls, even if you have permanently blocked your name and number. **Tone Club:** Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones and graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones and graphics are 1 credit. Unused credits expire at the end of each 30-day period. The 30-day period is not necessarily equivalent to a calendar month end or the billing cycle. Any remaining credits will be available for the remainder of your subscription at any time. Any remaining credits will be available for the remainder of your subscription billing cycle. Your enrollment gives you the option to receive text messages each week on music trivia, news and more. **Connecticut Customers:** Questions About Your Service: If you have any questions or concerns about your service, please call Customer Care at 1-800-331-0500 or dial 611 from your wireless phone. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc); Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051. HBO Mobile Family™ and HBO Mobile Family® are service marks of Home Box Office, Inc. HBO Content © 2006 Home Box Office, Inc. © 2006 Cingular Wireless LLC. All rights reserved.

Revised 7/23/2006

www.angryclarion.com/about/people

**or 1-800-331-0500 for Cingular Customers**  
For Deaf/hard of hearing customers: (TTY) 1-866-241-6566  
Questions on accessibility for persons with disabilities:  
1-866-241-6550

17/02/2021

ମୁଦ୍ରଣ  
କାର୍ଯ୍ୟ

ମେଲାରୀ  
ପିଲାରୀ

**EXHIBIT D**

4 of 8

pg. 4 of 4



## Cingular Nation<sup>®</sup> Calling Plans

| Cingular Nation Bundled Plans   |                               |                               |                               |                               |                                |                                |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------------------------|--------------------------------|
| Nationwide Benefits             | Double Your Minutes           | 900 Rollover                  | 1350 Rollover                 | 2000 Rollover                 | 4000 Rollover                  | 6000 Rollover                  |
| Anytime Minutes                 | <b>450</b><br>Rollover        | UNLIMITED                     | UNLIMITED                     | UNLIMITED                     | UNLIMITED                      | UNLIMITED                      |
| Mobile to Mobile Minutes*       | 5000                          | UNLIMITED                     | UNLIMITED                     | UNLIMITED                     | UNLIMITED                      | UNLIMITED                      |
| Night & Weekend Minutes         |                               |                               |                               |                               |                                |                                |
| MEdia <sup>™</sup> Works Bundle |                               |                               |                               |                               |                                |                                |
| Total Package..                 | <b>\$54.98</b>                | <b>\$74.98</b>                | <b>\$94.98</b>                | <b>\$114.98</b>               | <b>\$164.98</b>                | <b>\$214.98</b>                |
| How it will appear on your bill |                               |                               |                               |                               |                                |                                |
| Monthly Access**                | \$39.98<br>\$14.99<br>45¢/min | \$59.98<br>\$14.99<br>40¢/min | \$79.98<br>\$14.99<br>35¢/min | \$99.98<br>\$14.99<br>25¢/min | \$149.99<br>\$14.99<br>25¢/min | \$199.99<br>\$14.99<br>20¢/min |

**INCLUDED FEATURES:** Nationwide Long Distance, Voicemail, Call Forwarding, Call Waiting, 3-Way Calling, Caller ID. Additional MEdia Works usage charges are: Messages 5¢ per msg. and MEdia Net Browsing 1¢/KB.

\*Promotional feature requires a new one- or two-year service agreement. \*\*Cingular also imposes monthly a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations. State Messages 5¢ per msg. and MEdia Net Browsing 1¢/KB.

\*NOW (\*669) allows you to sign up for Roadside Assistance, VoiceDial and Text/Instant Messaging. Just dial \*669 from your Cingular phone. Minutes used may not include airtime used within the last two to five days and do not include recent roaming minutes due to delayed processing. See [www.cingular.com/stateservices](http://www.cingular.com/stateservices) for more details and limitations.

**Mobile Email**

- One click access
- New message notifications
- Easily access your personal email and open just what you want

**International Services**

Low rates are available for international calling from within and outside the U.S. See [www.cingular.com/international](http://www.cingular.com/international) for details

**Refer a Friend**

Earn up to \$125 a year for referring new Cingular Customers See [www.cingular.com/referral](http://www.cingular.com/referral) for details

**Easy Manage Your Account**

3 easy ways to check your minutes or balance:

- Dial \*MIN# **(SEND)**(\*646#)
- Dial \*BAL# **(SEND)**(\*225#)
- Go to MEdia Net > My Account

**4 worry-free ways to pay your bill:**

- Dial \* PAY (\*729)
- Go to MEdia Net > My Account
- Sign up for TXT-2-PAY
- Sign up for AutoPay

## Reasons to Choose Cingular<sup>®</sup>

### More Bars in More Places<sup>™</sup>

ALLOVER<sup>™</sup> network, the largest digital voice and data network in America

### Rollover Minutes<sup>®</sup> – Only from Cingular

keep your unused minutes from month to month and avoid overages on rate plans starting at \$59.99 per month

### No Roaming or Long Distance Charges Nationwide

## More Bars in More Places<sup>™</sup>

**Y■■■■■ ALLOVER<sup>™</sup>**  
network

The largest digital voice  
and data network in America

- Cingular Coverage Area**  
• Anytime, Mobile to Mobile and  
Night & Weekend Minutes apply
- Future Coverage Area**  
• Estimated availability by December 2006
- No Service Area**



### Cingular GSM handset required.

Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.

**X cingular**  
raising the bar.<sup>™</sup>



## MMedia<sup>®</sup> Bundles – Do It All

|  | MMedia Basic                     | MMedia Works                     | INCLUDES<br>CINGULAR VIDEO      |
|--|----------------------------------|----------------------------------|---------------------------------|
|  | BEST VALUE                       |                                  |                                 |
| <b>Messaging<sup>1,2</sup> – Text, Picture, Video and Instant Messaging</b>                | <b>400 messages</b><br>10¢/add'l | <b>1000 messages</b><br>5¢/add'l | <b>200 messages</b><br>5¢/add'l |
| <b>MMedia Net<sup>2</sup> – For Wireless Internet, Mobile Email and Downloadable Usage</b> | <b>1 MB</b><br>1¢/add'l KB       | <b>5 MB</b><br>1¢/add'l KB       | <b>UNLIMITED</b>                |
| <b>Monthly Access</b>  | <b>\$9.99</b>                    | <b>\$14.99</b>                   | <b>\$19.99</b>                  |

**BONUS UNLIMITED FIRST MONTH usage with a MMedia Bundle OFFER:** or Messaging Extreme Package purchased by 9/23/2006

## Messaging Packages

|   | Messaging Starter                | Messaging Extreme                |                                  |
|---|----------------------------------|----------------------------------|----------------------------------|
| <b>Messaging<sup>1,2</sup> – Text, Picture, Video and Instant Messaging</b> | <b>200 messages</b><br>10¢/add'l | <b>3000 messages</b><br>3¢/add'l | <b>3000 messages</b><br>3¢/add'l |
| <b>Monthly Access</b>   | <b>\$4.99</b>                    | <b>\$19.99</b>                   | <b>\$19.99</b>                   |

**Personalize and Entertain**

|                                 | Ringtones, Games & Graphics                         |  |
|---------------------------------|---|--|
|                                 | <b>from \$1.99/each - \$9.99/each</b>               |  |
| <b>Answer Tones<sup>3</sup></b> | <b>Tone Club<sup>4</sup></b>                        |  |
| 99¢/month<br>\$1.99/Answer Tone | 3-Pack for \$5.99/month<br>6-Pack for \$9.99/month  |  |
|                                 | <b>Exclusive Premium Content</b>                    |  |
|                                 | <b>HBO Mobile<sup>5</sup> – \$4.99/month</b>        | <b>\$1.79/call</b>   |
|                                 | <b>HBO Mobile Family<sup>6</sup> – \$2.99/month</b> | More than just phone numbers. Just dial 411 for movie listings, driving directions and more. |

## SMART SOLUTIONS<sup>4</sup>

|                                       | <b>Unlimited Calling</b><br>for \$9.99/month<br>See who's available and instantly speak with up to 30 other Cingular Push to Talk users at the push of a button.<br>(See Push to Talk brochure for coverage specifics.) | <b>Push to Talk</b><br><br>See who's available and instantly speak with up to 30 other Cingular Push to Talk users at the push of a button.<br>(See Push to Talk brochure for coverage specifics.) |
|---------------------------------------|---|--|
| <b>Extended Nights &amp; Weekends</b> | <b>\$8.99/month</b><br>Get Night and Weekend Minutes from 7 p.m. to 7 a.m. – that's an extra 3 hours per day.   | <b>FREE 30-day Trial!</b><br>After 30-day Trial<br>Out of gas? Flat tire? Locked out? Help is just a phone call away.  |
| <b>Roadside Assistance</b>            | <b>\$2.99/month</b>   | <b>FREE 30-day Trial!</b><br>After 30-day Trial<br>You speak. It dials. You're connected. Just dial *8 and VoiceDial places the call for you.  |
| <b>VoiceDial</b>                      | <b>\$4.99/month</b>   | <b>FREE 30-day Trial!</b><br>After 30-day Trial<br>You speak. It dials. You're connected. Just dial *8 and VoiceDial places the call for you.  |
| <b>Enhanced Voicemail</b>             | <b>\$1.99/month</b><br>Gives you greater storage capacity and advanced features.  |  |
| <b>Cingular 411</b>                   | <b>\$1.79/call</b><br>More than just phone numbers. Just dial 411 for movie listings, driving directions and more.  |  |

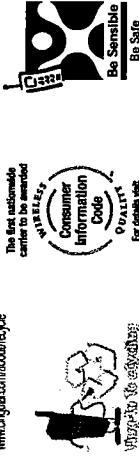
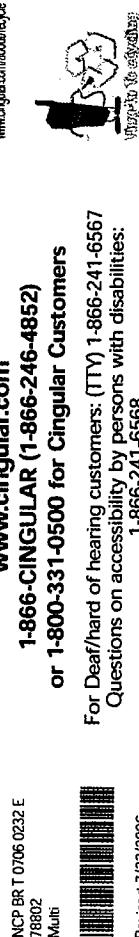
<sup>1</sup>: International messages not included. Charges for international messages sent from the U.S. are 20¢ for Text Messages and 50¢ for Picture/Video Messages. Standard rates apply to all incoming messages when in the U.S. <sup>2</sup>: Additional charges for premium content apply. <sup>3</sup>: Where available; see www.cingular.com/cv for availability. <sup>4</sup>: Airtime and applicable long distance charges may apply when using these services. For full details on Messaging, MMedia Net, Tone Club and Answer Tones, see the Cingular MMedia brochure, [www.cingular.com/media/terms](http://www.cingular.com/media/terms) or [www.cingular.com/answertones](http://www.cingular.com/answertones). Pay-Per-Use charges: Text/Instant messaging 10¢/message; Picture/Video messages 25¢/message; MMedia Net Browsing 1¢/KB. <sup>5</sup>: Equipment Protection Program: Complete Equipment Protection Plan includes the Equipment Insurance Protection Plan and the Enhanced Warranty Protection Plan, each available separately. Equipment Insurance is underwritten by Continental Casualty Company, a CNA company (CNA), and administered by lockline, LLC (lockline Insurance Agency, LLC CA Lic#0D63161), a licensed agent of CNA. May not be available in all states. \$50 non-refundable deductible per applicable insurance replacement applies. Enhanced Warranty is a service contract administered by lockline LLC or one of its affiliates. \$5 non-refundable processing fee per approved Enhanced Warranty replacement applies. See an Equipment Protection Program brochure for complete terms and conditions of coverage, available at any participating Cingular Wireless location. Regular per-minute airtime rates and other charges apply for calls when included features are used.

<sup>6</sup>: Wireless Phone Insurance \$3.99/month Wireless Phone Insurance includes replacements for lost, stolen or accidentally damaged phones, in addition to out-of-warranty mechanical or electrical failure.

# Plan Terms

**Terms Applicable to Cingular Nation GSM Plans:** Credit approval required. Subscriber must live and have a mailing address within Cingular's owned network coverage area. An early termination fee of \$175 applies if service is terminated before the end of the contract term. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Some dealers impose additional fees. **Minute Increment Billing and Usage:** Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. Cingular charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your bill. **Unanswered outgoing calls of 30 seconds or longer incur airtime.** **Pricing/Taxes/No Proration:** Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. **Activation Fees:** \$36 Activation Fee for each new line. **Nights and Weekends:** Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. **Unlimited Voice Services:** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If Cingular finds that you are using an unlimited voice service offering for other than live dialog between two individuals, Cingular may at its option terminate your service or change your plan to one with no unlimited usage components. Cingular will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **Rollover Minutes:** Rollover Minutes are included for additional conditions and restrictions. **Offnet Usage:** If your minutes of use (including unlimited services) on other carrier networks ("offnet usage") during any two consecutive months exceeds your offnet usage allowance, Cingular may at its option terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. Cingular will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **Caller ID Blocking:** Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. See Wireless Service Agreement for additional conditions and restrictions. **Tone Club:** Every 30 days your accumulated and expire through 12 rolling bill periods. Bill Period 1 (activation) unused. Anytime Minutes will not carry over. Bill Period 2 unused. Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12 bill period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable. **Mobile to Mobile Minutes:** Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other Cingular phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to Cingular Voicemail not included. **Voice Connect:** Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with Voice Connect Services. Caller ID will be delivered on all calls, even if you have permanently blocked your name and number. Voice Connect Services provided by BeVocal. To terminate Voice Connect Services without incurring charges, dial 611 from your wireless phone within the 30-day trial period.

**Terms Applicable to Features:** Certain features will not be available in all areas at all times. See Roadside Assistance welcome letter and/or brochures for full terms and conditions. **Tone Club:** Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy ringtones and graphics through the MEdia Mall. Music, Voice, Sound Effect Tones, polyphonic ringtones and graphics are 1 credit. Unused credits expire at the end of each 30-day period. The 30-day period is not necessarily equivalent to a calendar month and/or the billing cycle. You may terminate your subscription at any time. Any remaining credits will be available for the remainder of your subscription billing cycle. Your enrollment gives you the option to receive text messages each week on music trivia, news and more. **Connecticut Customers: Questions About Your Service:** If you have any questions or concerns about your service, please call Customer Care at 1-800-331-0500 or dial 611 from your wireless phone. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc); Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051. HBO Mobile™ and HBO Mobile Family™ are service marks of Home Box Office, Inc. HBO Content © 2006 Home Box Office, Inc. © 2006 Cingular Wireless, LLC. All rights reserved.



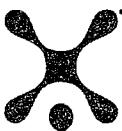




Cingular LifeLine Ad  
1/4 page newspaper  
AD CODE  
PUB NAME

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## Cingular Wireless LifeLine Service Notice



Cingular Wireless proudly announces LifeLine Linkup:  
monthly rate of \$24.99 prior to  
discounts plus 300 Anytime Minutes  
and 1000 Free Night and Weekend Minutes.

visit [www.cingular.com/lifeline](http://www.cingular.com/lifeline).

at 1-800-377-9450 or

LifeLine Customer Service Representative

to apply for LifeLine service, call a

assistance programs. For questions or

or current participation in financial

certain eligibility criteria based on income level

the LifeLine program. Customers must meet

discounted service from Cingular Wireless under

Qualified low-income residents may receive

**Lifeline Service Notice**

**Cingular Wireless**

raising the bar.<sup>SM</sup>



### Interstate Common Line Support (ICLS)

2006 - 2007

**June 30, 2005**

**To:** Marlene H. Dortch  
 Office of the Secretary  
 Federal Communications Commission  
 445 – 12<sup>th</sup> Street, SW  
 Washington, DC 20554

Karen Majcher  
 Vice President – High Cost and Low Income Division  
 Universal Service Administrative Company  
 2000 L Street, N.W., Suite 200  
 Washington, DC 20036

**Re:** CC Docket No. 96-45  
**Interstate Common Line Support – ICLS**  
 Annual Certification Filing

This is to certify that **Cingular Wireless** will use its **Interstate Common Line Support – ICLS** only for the provision, maintenance and upgrading of facilities and services for which the support is intended.

I am authorized to make this certification on behalf of the company named above. This certification is for the study area(s) listed below.

#### ICLS

| Company Name<br>As Listed by USAC <sup>1</sup>  | State       | Study Area Code |
|---|-------------|-----------------|
| Acadiana Cellular General Partnership           | Louisiana   | 279010          |
| Cingular Wireless (OR)                          | Oregon*     | 539006          |
| Cingular Wireless                               | Puerto Rico | 639005          |
| Cingular Wireless, LLC D/B/A AT&T Wireless (WA) | Washington  | 529910          |

\*Cingular has applied for, but not yet received ETC designation in this state.

Signed,

William E. Hogg  
 (Signature of Authorized Representative)

Date: 29 JUNE 2006

William E. Hogg  
 (Printed Name of Authorized Representative)

V.P. ENTERPRISES PMD  
 (Title of Authorized Representative)

**Carrier's Name:** Cingular Wireless  
**Carrier's Address:** 5565 Glenridge Connector, Atlanta, GA 30342  
**Carrier's Telephone Number:** 404-236-6000

<sup>1</sup> Cingular is working USAC to change/update the name associated with each Study Area Code listed to reflect Cingular.



## Interstate Access Support (IAS)

2006 - 2007

June 30, 2005

To: Marlene H. Dortch  
 Office of the Secretary  
 Federal Communications Commission  
 445 – 12<sup>th</sup> Street, SW  
 Washington, DC 20554

Karen Majcher  
 Vice President – High Cost and Low Income Division  
 Universal Service Administrative Company  
 2000 L Street, N.W., Suite 200  
 Washington, DC 20036

Re: CC Docket No. 96-45  
 Interstate Access Support – IAS  
 Annual Certification Filing

This is to certify that Cingular Wireless will use its Interstate Access Support – IAS only for the provision, maintenance and upgrading of facilities and services for which the support is intended.

I am authorized to make this certification on behalf of the company named above. This certification is for the study area(s) listed below.

## IAS

| Company Name As Listed by USAC <sup>1</sup> | State       | Study Area Code  |
|---|-------------|------------------|
| AT&T Wireless (AL)                          | Alabama*    | 259908           |
| Cingular Wireless                           | Arkansas*   | TBD <sup>2</sup> |
| AT&T Wireless (FL)                          | Florida*    | 219002           |
| Acadiana Cellular General Partnership       | Louisiana   | 279010           |
| AT&T Wireless (MS)                          | Mississippi | 289912           |
| Cingular Wireless (OR)                      | Oregon*     | 539006           |
| Cingular Wireless, LLC D/B/A AT&T Wireless  | Washington  | 529910           |

\*Cingular has applied for, but not yet received ETC designation in these states.

Signed,

William E. Hogg  
 (Signature of Authorized Representative)

William E. Hogg  
 (Printed Name of Authorized Representative)

V.P. ENTERPRISE PMD  
 (Title of Authorized Representative)

Date: 29 June 2006

Carrier's Name: Cingular Wireless  
 Carrier's Address: 5565 Glenridge Connector, Atlanta, GA 30342  
 Carrier's Telephone Number: 404-236-6000

<sup>1</sup> Cingular is working with USCA to change/update the name associated with each Study Area Code listed to reflect Cingular.

<sup>2</sup> Cingular submitted a petition to the Arkansas Public Service Commission for ETC designation on June 9, 2006. Cingular has not yet had the opportunity to file line counts with USAC in support of this petition and therefore, has not yet been assigned a study area code.