



STAMP AND RETURN

December 7, 2006

Marlene H. Dortch, Secretary
 Federal Communications Commission
 445 12th Street, S.W.
 Washington, D.C. 20554

FILED/ACCEPTED

DEC 13 2006

Federal Communications Commission
 Office of the Secretary

Re: Petition of Cingular Wireless, LLC for Designation as an Eligible
 Telecommunications Carrier in the State of Georgia —
 CONFIDENTIAL TREATMENT REQUESTED

REDACTED

Dear Ms. Dortch:

Cingular Wireless LLC ("Cingular") hereby submits an original and four redacted copies of Cingular's Petition for Designation as an Eligible Telecommunications Carrier in the State of Georgia (the "Amendment"). Attached to the original of this letter is the confidential version of this filing. Cingular requests confidential treatment under Section 0.459 of the Commission's rules¹ of Exhibit E (Cingular's Five-Year Service Improvement Plan). This attachment is labeled "Confidential — Not for Public Inspection."

Exhibit E contains proprietary company information not available to the public, including information that is competitively sensitive about Cingular's future plans for building out its network.

As required by Section 0.459(b) of the Commission's rules, Cingular provides the following information regarding its request for confidential treatment:

1. Confidential treatment is requested for all information contained in Exhibit E.
2. This information is submitted as Exhibit E to Cingular's Amendment filed herewith in the Commission's universal service docket, CC Docket No. 96-45.
3. The information being submitted is commercially and financially sensitive and is privileged. Exhibit E provides detailed financial information regarding how Cingular intends to spend universal service funds in certain wire centers over the next five years. Also, Exhibit E provides information regarding capital expenditures and network improvements that would be made using universal service funding.
4. The wireless industry is highly competitive.²

¹ 47 C.F.R. § 0.459.

² See, e.g., *Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993, Annual Report and Analysis of Competitive Market Conditions with Respect to Commercial Mobile Services, Eighth Report,*

Federal Communications Commission

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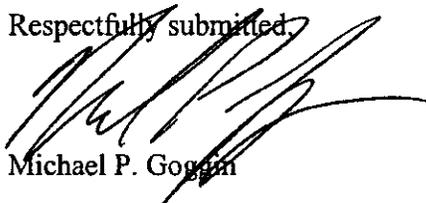
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5. The release of such information will cause substantial competitive harm to Cingular. Disclosure of Cingular's five-year plans for its expenditures of universal service funds would give Cingular's competitors access to privileged information that would affect the actions of those competitors. Competitors seeking to compete with Cingular could upgrade their networks in an attempt to, for example, preempt Cingular's planned upgrades. Also, by providing information about where Cingular intends to expand coverage, Cingular could expose itself to predatory practices by tower owners and potential tower site owners in areas where it has committed to add cell sites.
6. Cingular considers the information in Exhibit E to be proprietary and confidential and does not distribute such information to any party outside of the company, with the exception of outside counsel.
7. The information in Exhibit E is not available to the public and has not been disclosed to any other third party, with the exception of outside counsel.
8. The information provided in Exhibit E should never be released for public inspection, as this document contains proprietary company information that is competitively and financially sensitive. Even after the five-year term of the plan expires, Cingular would not reveal to its competitors the amount of money it has spent in the past in certain wire centers. At a minimum, the information should be kept confidential for a period of ten years.

For the foregoing reasons, Cingular respectfully requests that the Commission provide for confidential treatment of Exhibit E.

If you have any questions regarding this supplemental information or the confidentiality request, please contact the undersigned.

Respectfully submitted,



Michael P. Goggin

cc: Jeremy Marcus
Thomas Buckley

18 F.C.C.R. 14783, 14812 (2003) ("Continued downward price trends, the continued expansion of mobile networks into new and existing markets, high rates of investment, and churn rates of about 30%, when considered together with the other metrics, demonstrate a high level of competition for mobile telephone consumers."); *Ninth Report*, 19 F.C.C.R. 20597, 20600-01 (2004) ("[C]ompetition is robust in terms of the current number of competitors per market ..." and "[i]ndicators of market performances show that competition continues to afford many significant benefits to consumers.").

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
Federal-State Joint Board) CC Docket No. 96-45
on Universal Service)
)
Petition of Cingular Wireless LLC for)
Designation as an Eligible Telecommunications)
Carrier Pursuant to Section 214(e)(6) of the)
Communications Act)

To: The Commission

**PETITION OF CINGULAR WIRELESS LLC
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE STATE OF GEORGIA**

Cingular Wireless LLC (“Cingular”), on behalf of itself and its affiliated licensee entities in Georgia and pursuant to Section 214(e)(6) of the Communications Act of 1934, as amended (the “Act”), respectfully requests Designation as an Eligible Telecommunications Carrier (“ETC”) in the State of Georgia. As demonstrated below, Cingular meets all of the statutory and regulatory prerequisites for ETC designation in the requested areas and its designation will serve the public interest.

I. BACKGROUND

Cingular is a Delaware limited liability company whose principal place of business is located in Atlanta, Georgia. All correspondence regarding this proceeding should be directed to the undersigned counsel for Cingular:

Michael P. Goggin
CINGULAR WIRELESS LLC
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Washington, DC 20036
(202) 419-3055

L. Charles Keller
WILKINSON BARKER KNAUER LLP
2300 N Street, N.W.
Suite 700
Washington, DC 20037
(202) 383-3414

Cingular requests designation on behalf of itself and the following subsidiary licensees:

Orange Licenses Holding, LLC; New Cingular Wireless PCS, LLC; Chattanooga MSA Limited Partnership; Northeastern Georgia RSA Limited Partnership; Georgia RSA No. 3 Limited Partnership. A list of the licenses and holding entities is attached as Exhibit B.

Cingular requests designation as an ETC in twenty-one non-rural BellSouth wire centers. The non-rural wire centers in which Cingular seeks ETC designation are identified specifically in Exhibit C. Cingular also requests designation as an ETC in twenty-three rural study area codes ("SACs"). Cingular's request is for designation throughout these SACs. The rural SACs in which Cingular seeks ETC designation are identified specifically in Exhibit D.

As demonstrated herein, Cingular provides all of the services and functionalities supported by the federal universal service programs enumerated in 47 C.F.R. § 54.101(a)(1)-(9) throughout its license service areas in Georgia. Cingular will use high-cost support for the provision, maintenance, and upgrading of the facilities and the services for which universal service is intended. Cingular will use low-income universal service support for the provision of Lifeline and Link-Up discounted service to qualifying low-income consumers. Cingular will also comply with all of the additional requirements, including the annual reporting requirements

in the Federal Communication Commission's ("FCC" or "Commission") *ETC Report and Order*.¹

II. 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 Commission's Rules and Orders,² and the *Public Notice*³ to be designated a federal ETC in the state of Georgia.

A. The Georgia Public Service Commission Has Provided an Affirmative Statement That It Does not Regulate CMRS Carriers

The FCC performs ETC designations in cases where the applicant carrier is not subject to the state's jurisdiction.⁴ The FCC requires an ETC applicant to demonstrate that it "is not subject to the jurisdiction of a state commission" to receive designation as an ETC from this Commission.⁵ Attached hereto as Exhibit H is a letter from the Georgia Public Service Commission indicating that it does not have jurisdiction to grant Cingular ETC status.

B. Cingular is a Common Carrier

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

¹ *Federal-State Joint Board on Universal Service*, Report and Order, 20 FCC Rcd 6371 (2005) ("*ETC Report and Order*"). See also Exhibits A and C hereto.

² *Federal-State Joint Board on Universal Service; Virginia Cellular, LLC Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia*, CC Docket No. 96-45, *Memorandum Opinion and Order*, 19 FC Rcd 1563 (2004) ("*Virginia Cellular*"); *Federal State Joint Board on Universal Service; Highland Cellular, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia*, CC Docket No. 96-45, *Memorandum Opinion and Order*, 19 FCC Rcd 6422 (2004) ("*Highland Cellular*"); *ETC Report and Order*.

³ *Procedures for FCC Designation of Eligible Telecommunications Carriers Pursuant to Section 214(e)(6) of the Communications Act*, CC Docket No. 96-45, *Public Notice*, 12 FCC Rcd 22947 (1997) ("*Public Notice*").

⁴ 47 U.S.C. § 214(e)(6).

⁵ *Public Notice*, 12 FCC Rcd at 22948.

C. Cingular Offers the Services and Functionalities Supported by the Federal High-Cost and Low-Income Universal Service Program Using Its Own Facilities

Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules provide that a carriers designated as ETC 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.⁶ 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.⁷

Cingular provides all of the nine supported services using its own facilities in satisfaction of the requirements of Section 214(e)(1) of the Act. Specifically, Cingular provides the supported services in Georgia using its own wireless network facilities such as radio transmitters, towers, mobile switching centers, and CMRS licenses. In portions of the requested service area in Georgia, Cingular (through Orange Licenses Holding, LLC) also uses radio spectrum licensed to T-Mobile USA, Inc. and provided to Cingular pursuant to a spectrum manager lease agreement, as authorized by the Commission's Rules.⁸

⁶ 47 U.S.C. §214(e)(1); 47 C.F.R. §54.201(d).

⁷ 47 C.F.R. § 54.101(a)(1)-(9).

⁸ See 47 C.F.R. Section 1, Subpart X (§§ 1.9001 *et seq.*). See also Public Notice, *Wireless Telecommunications Bureau Assignment of License Authorization Applications, Transfer of Control of License Application, De Facto Transfer Lease Applications and Spectrum Manager Lease Notifications, Designated Entity Reportable Eligibility Event Applications, and Designated Entity Annual Reports Action*, Report No. 2675 (October 4, 2006). Even in

Cingular accepts the obligation to offer these supported services throughout its ETC designated area in the state of Georgia 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 means the ability to make and receive calls with a minimum bandwidth of 300 to 3000 Hertz.⁹ Through its interconnection agreements with local exchange carriers (LECs) in Georgia, 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.¹⁰ In its *ETC Order* the FCC provided further guidance on this measure, and its rules now require an ETC Applicant to “demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation.”¹¹ 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 of its customers¹² with valuable calling plans and believes that its calling plans are comparable in value to those offered by the incumbent LEC.

portions of the requested service area where Cingular provides service in part with leased spectrum, Cingular uses its own wireless network facilities.

⁹ *Federal-State Joint Board on Universal Service, First Report and Order*, 12 FCC Rcd 8776, 8810-11 ¶¶63-64 (1997) (“*First Report and Order*”).

¹⁰ 47 C.F.R. §54.101(2).

¹¹ 47 C.F.R. § 54.202(a)(4).

¹² At the end of the Third Quarter of 2006, Cingular had 58.7 million subscribers.

Calling plans cannot be compared solely on price; comparisons must also take into account 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's. 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 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 calling plans include either unlimited nights and weekend minutes or generous night and weekend minute packages. All calling plans currently offered include unlimited mobile calling between Cingular customers, and allow customers to Rollover unused minutes for use in subsequent months. Examples of Cingular's calling plans are attached as Exhibit F.

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."¹³ 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.

¹³ *Universal Service Order*, 12 FCC Rcd at 8814-15 ¶71.

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.¹⁴ 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.

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.¹⁵ Cingular currently provides its voice customers in Georgia with the ability to access emergency services by dialing “911”. Cingular is also capable of delivering ANI and ALI information over its existing network to those PSAPs that have requested such service and is in compliance with all applicable federal E911 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.¹⁶ 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

¹⁴ 47 C.F.R. 54.101(a)(4); *Universal Service Order*, 12 FCC Rcd at 8810 ¶62.

¹⁵ 47 C.F.R. §20.18(j); *Universal Service Order*, ¶73

¹⁶ 47 C.F.R. §54.101(a)(6); *Universal Service Order*, ¶75

this requirement by providing all of its subscribers with the ability to make and receive interexchange or toll calls.

Directory Assistance. “Access to directory assistance” means the ability to provide access to a service that makes directory listings available.¹⁷ 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.¹⁸ An ETC is not required to provide both services if the carrier is incapable of providing both.¹⁹ 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.

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 certifies that it 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.

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

Cingular certifies that it will advertise the availability of the supported services and the corresponding rates and charges in a manner designed to inform the general public within its

¹⁷ 47 C.F.R. 54.101(a)(8).

¹⁸ 47 C.F.R. §54.400(b)-(d); *Universal Service Order*, 12 FCC Rcd at 8821-22 ¶82.

¹⁹ 47 C.F.R. §54.400(d).

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.

E. Cingular Meets the Additional Eligibility Criteria Adopted by the FCC in the Recent *ETC Report and Order*

The FCC's *ETC Report and Order* placed additional requirements on carriers seeking ETC designation from the FCC. Specifically, an Applicant must: (1) commit to provide service throughout the ETC designated area to all customers making a reasonable request; (2) demonstrate the ability to remain functional in an emergency; (3) demonstrate that it will satisfy the applicable consumer protection and service quality standards; (4) show that it offers local usage plans comparable to the one offered by the incumbent LEC; and (5) certify that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.²⁰

1. Commitment to provide service throughout the ETC designated area

a. Providing service upon reasonable request

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 and service offerings. 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 whether 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

²⁰ 47 C.F.R. § 54.202(a).

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.

Cingular also commits to reporting to the FCC, annually, the number of requests for service within Cingular's ETC designated service area that were unfulfilled during the past year and providing details regarding how it attempted to provide the customer with service.²¹

b. Five year plan

Cingular's five-year plan is attached as Exhibit E and it depicts the increased capital expenditures and corresponding increases in coverage that residents in high-cost areas of Georgia will enjoy if Cingular is granted ETC status. The information contained in this plan is highly confidential and competitively sensitive; therefore, Cingular requests that the Commission grant it confidential treatment in accordance with section 0.459 of the Commission's Rules. Cingular has to the best of its ability provided estimated completion dates for the improvements; however, the timing for the construction of a cell site or other network improvements depends on numerous variables and thus is subject to change. Also, when relevant, the plan includes estimates of maintenance and upgrade costs, as some of the wire centers do not require new construction for each year in the five-year period.

Cingular is also committed to providing, annually, a progress report on its five-year plan at the wire center level.²²

²¹ See 47 C.F.R. § 54.209(a)(3).

²² See 47 C.F.R. § 54.209(a)(1).

2. *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. For example, Cingular has battery backup and/or permanent generators the majority of its cell sites²³. In addition, portable generators are available for deployment in the state and all sites are equipped to accept “plug in” portable power. Generators are also located at all switch locations. Cingular also has monitoring systems in place so that it quickly knows if any switches or cells sites are not functioning properly. Although wireless carriers remain dependent on the wireline network for voice and data circuits that provide connectivity between the cell site and the switch, from switch to switch, between the wireless network and the landline network, and for IT system connectivity, Cingular has have available back-up microwave equipment to connect sites to the switching center in the event of a long term outage of leased landline facilities.²⁴ Further, Cingular’s cell sites are constructed to allow for quick channel addition in the event of traffic spikes from emergency situations.

Cingular also has cell sites on wheels (“COWs”) in varying configurations for emergency or temporary deployment in Georgia. Cingular has deployed the COWs in the past in response to natural disasters such as hurricanes.

Further, Cingular has the ability to reroute traffic from its switches to the Public Switched Telephone Network (“PSTN”). Specifically, Cingular’s switches have redundant and diverse paths to the PSTN. In the event of a facility failure on one path to the PSTN, calls are redirected to the redundant route without a major disruption in service.

²³ Not all cell sites are appropriate for generators.

²⁴ In the aftermath of Hurricane Katrina, Cingular set up microwave technology to decrease its dependence on landline providers.

Cingular takes major outages caused by a natural or other disaster very seriously. In fact, Cingular has recently invested \$50 million to manage Cingular's emergency response nationwide. Cingular's goal is to be as prepared as possible whenever and wherever disaster hits; to be able to restore any wireless service outages as quickly as possible; and to assist with overall relief efforts, wherever they may occur, as much as possible. In this regard, Cingular has recently conducted mock disaster drills and unveiled its Mobile Access Command Headquarters (MACH 1 and MACH 2) vehicles to manage relief and recovery efforts. These fully equipped, completely self-sufficient centers can be deployed rapidly into affected areas. These vehicles have generators, a satellite dish for constant communications, LAN connectivity and a PBX phone system. Assisting with recovery efforts are two emergency communications SUVs with military-grade satellite communications systems for Internet access, multi-channel VOIP and radio communications.²⁵

In accordance with the FCC's rules, Cingular will annually certify that it is able to function in emergency situations.²⁶ Further, Cingular will fulfill the annual outage reporting requirements.²⁷

3. *Applicable consumer protection and service quality requirements*

The Commission has acknowledged that a commitment by a wireless ETC applicant to comply with the CTIA Consumer Code for Wireless Service ("CTIA Code") will satisfy the requirement to abide by the applicable consumer protection and service quality standards.²⁸

²⁵ As Cingular demonstrated in the aftermath of Hurricane Katrina (as well as Hurricanes Rita and Wilma), it already has extensive emergency response and contingency plans in place in the event of a catastrophic disaster.

²⁶ See 47 C.F.R. § 54.209(a)(6).

²⁷ See 47 C.F.R. § 54.209(a)(2).

²⁸ See 47 C.F.R. 54.202(a)(3).

Cingular has adopted the CTIA Code and is committed to compliance with the CTIA Code throughout its service areas, including 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 the Cingular Service Summary (“CSS”) which summarizes for each customer important elements of his or her service, 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 and customers that purchase through other means receive a similar document in the mail.

The Commission further requires that ETCs provide the Commission, annually, with the number of consumer complaints per 1,000 handsets.²⁹ Cingular is committed to fulfilling this requirement and will provide the Commission with aggregated FCC complaint data for the state of Georgia.

4. Local usage comparable to the incumbent LEC

As described in section II.B. above, Cingular is committed to providing calling plans with local usage that is comparable or significantly better than that provided by the local exchange carrier.

5. Provide equal access to long distance carriers if no other ETC is doing so

In accordance with section 54.202(a)(5), Cingular acknowledges that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.

²⁹ See 47 C.F.R. 54.209(a)(4).

III. DESIGNATING CINGULAR AS A COMPETITIVE ETC WILL SERVE THE PUBLIC INTEREST

Designating Cingular as an ETC in Georgia will provide consumers with the benefits of increased competitive choice and advantageous service offerings. For instance, universal service support will enable Cingular to construct facilities to improve quality of service and extend telephone service to individuals and businesses that currently have no choice of telephone provider.³⁰ 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. Specifically, as demonstrated herein, Cingular will use the support to build a number of new cell sites and other infrastructure. Cingular will also use support for other projects for the facilities and services for which the support is intended, to improve the reliability and capacity of wireless service in the supported areas. As described above, Exhibit E provides a five-year plan with estimates as to how the funding will be used in each wire center. Cingular takes seriously the service responsibility that comes with ETC designation and will use the support it receives to help fulfill this responsibility.

Cingular will use support to offer a basic universal service package to subscribers who are eligible for Lifeline support, and has made a detailed commitment herein to provide high-quality service throughout the proposed service areas. The mobility of Cingular's wireless service will provide further benefits to consumers, such as access to emergency services in geographically isolated areas.

In addition, Cingular's designation as an ETC will bring more customers the benefits of Cingular's advanced nationwide network, which offers a feature-rich service and data and

³⁰ See *supra* Section II.E.1.b.

Internet-based services in many areas.³¹ 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 offering.

Further, Cingular will comply with the CTIA Consumer Code for Wireless Service,³² and has agreed to provide a report of the number of complaints it receives in Georgia per 1,000 handsets on an annual basis. Cingular will annually submit information, as required by the rules, detailing how many requests for service from potential customers were unfulfilled for the past year.

IV. SERVICE AREA FOR DESIGNATION

Cingular requests designation in a service area in Georgia composed of 23 non-rural wire centers (identified in Exhibit C) and 23 rural study areas (identified in Exhibit D). Cingular does not request redefinition of any rural study areas.

V. HIGH-COST CERTIFICATION

As the Georgia Public Service Commission does not regulate wireless carriers seeking ETC designation, Cingular thus submits its high-cost certification to the FCC. As such, Cingular's High-Cost Certification is attached as Exhibit G.

VI. ANTI-DRUG ABUSE CERTIFICATION

Cingular's anti-drug abuse certification is included in the Declaration attached as Exhibit A.

³¹ Cingular's nationwide GSM network has the benefit of being based on the global standard for interconnected mobile voice service and offers a simple migration path for meeting the demand for new services during the conversion to a true 3G network. 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").

³² See *supra* Section II.E.3.

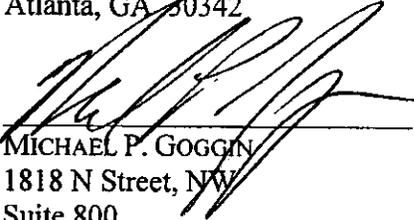
VII. CONCLUSION

Cingular respectfully requests that the Commission designate Cingular as a federal ETC in each of the wire centers set forth in Exhibits C and D attached hereto.

Respectfully submitted,

CINGULAR WIRELESS LLC

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By: 

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Its Attorneys

December 7, 2006

Exhibit A

DECLARATION OF CINGULAR WIRELESS LLC

I, Clifford Minor, after first being sworn on oath, and pursuant to 47 C.F.R. § 1.1 states as follows:

1. That I am Vice President/General Manager for Georgia. My business address is 12555 Cingular Way, Alpharetta, GA 30004.

2. In my capacity as Vice President/General Manager for Georgia, I am an authorized representative of the Company regarding Cingular's Petition for Designation as an Eligible Telecommunications Carrier in the State of Georgia ("Petition"). I have read Cingular's Petition and believe that the information therein to be true and correct to the best of my knowledge.

3. Cingular is a commercial mobile radio services ("CMRS") licensee authorized by the Federal Communications Commission ("Commission") throughout the licensed service areas wholly or partially within the State of Georgia listed in Exhibit B to the Petition (collectively, "License Service Areas").

4. As discussed in the Petition, Cingular is not subject to state commission jurisdiction in the State of Georgia and, therefore, is seeking designation as an ETC pursuant to the Commission's jurisdiction under 47 U.S.C. §214(e)(6). Exhibit H is the Georgia Public Service Commission's affirmative statement that will not exercise jurisdiction over CMRS providers for eligible telecommunications carrier ("ETC") status for the purpose of receiving federal universal service funding.

5. As set forth below, Cingular meets all of the prerequisites to be designated as a federal ETC throughout its requested ETC service areas in the State of Georgia.

6. First, Cingular is a "common carrier" as set forth in the Petition.

7. Second, Cingular currently provides CMRS in the Sate of Georgia and will provide all of the supported service specified in 47 C.F.R § 54.101(a)(1)-(9) in its requested ETC service areas. Cingular currently provides the nine supported services listed below in its Licensed Service Areas, as described in the Petition:

- (a) Voice Grade Access.
- (b) Local Usage (see additional information below).
- (c) Dual Tone Multi-Frequency Signaling or Its Function Equivalent
- (d) Single-Party Service or its Functional Equivalent.

- (e) Access to Emergency Service.
- (f) Access to Operator Services.
- (g) Access to Interexchange Service.
- (h) Access to Directory Assistance.
- (i) Toll Limitation Services.

8. Third, 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 will primarily utilize its own network infrastructure, which includes the same antennae, cell-sites, towers, trunking, mobile switching, and interconnection facilities used to serve its existing customers.

9. Fourth, Cingular will advertise the availability of, and charges for, its universal service qualified offerings using media of general distribution.

10. Fifth, Cingular meets the additional eligibility criteria adopted by the FCC in the recent *ETC Report and Order*.¹

a) Cingular commits to provide service throughout the ETC designated area upon reasonable request. If a request is made by a potential customer within its existing network coverage, Cingular will provide service immediately to that customer. If a potential customer requests service within Cingular's designated ETC service 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). Cingular's five-year plan for improvements and upgrade for each wire center in which it seeks to be designated as an ETC is attached as Exhibit E.

b) Cingular is committed to providing and maintaining essential telecommunications services in times of emergency. As described in the Petition, provisions for emergency situations include back-up batteries and generators at switches and cell sites, use of mobile cell sites, and redundant transport facilities such as microwave.

c) Cingular will comply with the CTIA Consumer Code for Wireless Service. The Commission has acknowledged that a commitment by a wireless Applicant to comply with the CTIA Code will satisfy an Applicants requirement to abide by the applicable consumer protection and service quality standards.

d) Cingular offers calling plans that provide customers local usage that is comparable to the incumbent LEC. As of June 30, 2006, Cingular served over 57.3 million subscribers and currently offers post-paid calling plans that range in price from \$39.99 to

¹ In the Matter of Federal-State Joint Board on Universal Service, *Report and Order*, ("ETC Report and Order"), CC Docket No. 96-45, (rel. March 17, 2005).

\$199.99. These calling plans include free long distance and roaming within the United States and customers are served by the largest voice and data network in America. Most of Cingular's currently offered post-paid calling plans include unlimited nights and weekend minutes, while some of the lower priced plans offer generous bundled night and weekend minutes packages. All currently offered post-paid calling plan offer unlimited mobile calling between Cingular customers, and currently available plans allow the customer to Rollover unused minutes for use in subsequent months. Further, Cingular's calling plans currently offer all of the following features at no extra charge: Voice Mail, Caller ID, Call Forwarding, Call Waiting, Detailed Billing, and Three-Way Calling. In addition to these calling plans, Cingular also offers an option for prepaid or pay-as-you-go wireless service. All of Cingular's calling plans include the additional feature of mobility that is not available from the incumbent LEC and increases the value of Cingular's calling plans compared to the LEC's.

e) Cingular acknowledges that it may be required to provide equal access to long distance carriers within its designated service area in the event that no other ETC is providing equal access in that area.

11. Sixth, Cingular will utilize the high-cost universal service support it receives only for the provision, maintenance, and upgrading of facilities and services for which the support is intended. As an ETC, Cingular also will offer Lifeline and Link Up telecommunications services to qualified low-income subscribers within its designated ETC service areas, per the Commission's Rules.

12. Seventh, Cingular will comply with all of the required annual reporting requirements associated with being an ETC.

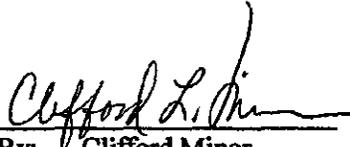
13. Cingular requests designation as a federal ETC in each of the Southern Bell wire centers set forth in Exhibit C and the rural study area codes ("SACs") set forth in Exhibit D.

14. Finally, designation of Cingular will serve the public interest as described in the Petition.

15. ANTI-DRUG ABUSE CERTIFICATION. To the best of my knowledge, no party to the Petition, nor any of their officers, directors, or persons holding 5% of more of the outstanding stock or shares (voting and/or non-voting) as specified in 1.2002(b) of the Commission's rules, are subject to a denial of federal benefits, including Commission benefits, pursuant to Section 5301 of the Anti-Drug Abuse of 1988, 21 U.S.C. § 862.

I hereby certify under penalty of perjury that the foregoing is true and correct to the best my knowledge.

Executed on October 13, 2006.



By: Clifford Minor
Title: Vice President/General Manager

Subscribed and sworn to before me
This 13 day of October, 2006.



Notary Public



EXHIBIT B

Licensee	CALL SIGN	Market #	BLOCK	MARKET NAME
Orange Licenses Holding, LLC	KNLF891	BTA006	E	ALBANY-TIFTON, GA
Orange Licenses Holding, LLC	KNLH204	BTA024	F	ATLANTA, GA
Orange Licenses Holding, LLC	KNLH473	BTA026	E	AUGUSTA, GA
Orange Licenses Holding, LLC	KNLH482	BTA058	E	BRUNSWICK, GA
Orange Licenses Holding, LLC	KNLH501	BTA092	E	COLUMBUS, GA
Orange Licenses Holding, LLC	KNLH552	BTA237	E	LA GRANGE, GA
Orange Licenses Holding, LLC	KNLG639	BTA410	E	SAVANNAH, GA
Orange Licenses Holding, LLC	KNLG644	BTA454	E	VALDOSTA, GA
Orange Licenses Holding, LLC	KNLG645	BTA467	E	WAYCROSS, GA
Orange Licenses Holding, LLC	KNKA217	CMA017	B	ATLANTA, GA
Orange Licenses Holding, LLC	KNKA424	CMA138	B	MACON-WARNER ROBINS, GA
Orange Licenses Holding, LLC	KNKA534	CMA234	B	ATHENS, GA
NEW CINGULAR WIRELESS PCS, LLC	KNKN697	CMA371	B	GEORGIA 1-WHITFIELD
NEW CINGULAR WIRELESS PCS, LLC	KNKN950	CMA372	B1	GEORGIA 2-DAWSON
NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP	KNKN983	CMA372	B2	GEORGIA 2-DAWSON (partitioned)
GEORGIA RSA NO. 3 LIMITED PARTNERSHIP	KNKN765	CMA373	B	GEORGIA 3-CHATTOOGA
Orange Licenses Holding, LLC	KNKN958	CMA374	B1	GEORGIA 4-JASPER (partitioned)
NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP	KNKN875	CMA374	B3	GEORGIA 4-JASPER
Orange Licenses Holding, LLC	KNKQ258	CMA376	B4	GEORGIA 6-SPALDING (partitioned)
Orange Licenses Holding, LLC	KNKN901	CMA377	B1	GEORGIA 7-HANCOCK (partitioned)
Orange Licenses Holding, LLC	KNKN901	CMA377	B1	GEORGIA 7-HANCOCK (partitioned)
Orange Licenses Holding, LLC	WPXT206	MTA011	A18	ATLANTA, GA (part., disag. Cypress)
T-Mobile License LLC	KNLF273	MTA037	A	Jacksonville

Exhibit C

SAC CODE	STUDY AREA
225192	Southern Bell
CLLI	Wire Center
ALBYGAMA	ALBANY MAIN
ATHNGAMA	ATHENS MAIN.
BRWKGAMA	BRUNSWICK MAIN
CLHNGAES	CALHOUN MAIN
ETTNGAES	EATONTON MAIN
EBTNGAMA	ELBERTON MAIN
FRSYGAMA	FORSYTH
FTVYGAMA	FORT VALLEY MAIN
GNBOGAES	GREENSBORO MAIN
LGRNGAMA	LAGRANGE MAIN
LKPKGAMA	LAKE PARK MAIN
MDSNGAMA	MADISON MAIN
MNTIGAMA	MONTICELLO MAIN
ROMEGATL	ROME EAST
RYTNGAMA	ROYSTONE MAIN
SPRTGAMA	SPARTA MAIN
SSISGAES	ST. SIMONS MAIN
SYLVGAES	SYLVESTER MAIN
THSNGAMA	THOMSON MAIN
TFTNGAMA	TIFTON
VLDGAMA	VALDOSTA MAIN
WTVLGAES	WATKINSVILLE MAIN
WYCRGAMA	WAYCROSS MAIN

Exhibit D
Rural Study Areas

Study Area Code	ILEC Name	CLLI	Wire Center
220344	Alma Tel. Co., Inc.	ALMAGAXA	ALMA
		NCHLGAXA	NICHOLLS
		PASNGAXA	PATTERSON
220346	Blue Ridge Tel. Co.	BLRGGAXA	Blue Ridge
		DIALGAXA	Dial
		LKWDGAXA	Lakewood
220348	Bulloch Cnty. Rural Tel. Coop., Inc.	ARSNGAXA	ANDERSON
		BRLTGAXA	BROOKLET
		CLTOGAXA	CLITO
		NVLSGAXA	NEVILS
		PRTLGAXA	PORTAL
		STSNGAXA	STILSON
220351	Camden Tel. & Tel. Co., Inc.-GA	STMYGAXA	ST MARYS
220354	Chickamauga Tel. Corp.	CHCMGAXA	CHICKAMUGA,GA
		HGPNGAXA	HIGH POINT,GA
220356	Coastal Utilities, Inc.	HNVLGAXA	Hinesville
		HNVLGAXA	Hinesville
		KLLRGAXA	Keller
		KLLRGAXA	Keller
		MDWYGAXA	Midway
		MDWYGAXA	Midway
		RMHLGAXA	Richmond Hill
		RMHLGAXA	Richmond Hill
220357	Alltel Georgia, Inc.	BATNGAXA	Braselton
		BYRNGAXA	Byron
		CAIRGAXA	Cairo
		CLBRGAXA	Colbert
		CLREGAXA	Calvary Reno
		CMRCGAXA	Commerce
		CNVLGAXA	Centerville
		COMRGAXA	Comer
		CRTOGAXA	Carlton
		DEVLGAXA	Danielsville
		HOMRGAXA	Homer
		ILA-GAXA	Ila
		JFSNGAXA	Jefferson
		LXTNGAXA	Lexington
		MXYSGAXA	Maxeys
		MYVLGAXA	Maysville
		NCSNGAXA	Nicholson

		PNDRGAXA	Pendergrass
		UNPNGAXA	Union Point
		WHPLGAXA	White Plains
		WNVLGAXA	Winterville
220358	Darien Tel. Co., Inc.	DARNGAXA	DARIEN
		EULNGAXA	EULONIA
		SPISGAXA	SAPELO ISLAND
220362	Frontier Comm. of Fairmount, Inc	FAMTGAXA	Fairmount
		RNGRGAXA	Ranger
220369	Comsouth Telecommunications, Inc.	HWVLGAXA	HAWKINSVILLE
220371	Interstate Tel. Co.	WSPNGAXA	WEST POINT
220375	Nelson-Ball Ground Tel. Co.	BGCPGAXA	BIG CANOE
		MRHLGAXA	MARBLE HILL
		NLSNGAXA	NELSON-BALL GROUND
220376	Pembroke Tel. Co., Inc.	ELBLGAXA	ELLABELLE
		PMBRGAXA	PEMBROKE
220377	Pineland Tel. Coop.	ADRNGAXA	ADRIAN
		BARTGAXA	BARTOW
		CBTWGAXA	COBBTOWN
		DVBOGAXA	DAVISBORO
		KITEGAXA	KITE
		LXSYGAXA	LEXY
		MIVLGAXA	MIDVILLE
		MTTRGAXA	METTER
		OKPKGAXA	OAK PARK
		TWICYGAXA	TWIN CITY
220378	Planters Rural Tel. Coop., Inc.	DOVRGAXA	DOVER
		GYTNGAXA	GUYTON
		HLTNGAXA	HILLTONIA
		NWNTGAXA	NEWINGTON
		STGYGAXA	SOUTH GUYTON
220379	Plant Tel. Co.	LENXGAXA	LENOX
		OMEGGAXA	OMEGA
		PNHRGAXA	PINEHURST
		PRSNGAXA	PEARSON
		SOTNGAXA	SOPERTON
		WLCHGAXA	WILLACOOCHEE
		WRWKGAXA	WARWICK
220381	Public Service Tel. Co.	BTLRGAXA	BUTLER
		CUDNGAXA	CULLODEN
		GENVGAXA	GENEVA
		LZLLGAXA	LIZELLA

		RBRTGAXA	ROBERTA
		RYNLGAXA	REYNOLDS
		TLTNGAXA	TALBOTTON
220382	Ringgold Tel. Co.	RNGLGAXB	RINGGOLD,GA
220386	Standard Tel. Co.	BGCNGAXA	BIG CANOE
		BLVIGAXA	Blairsville
		BTVLGAXA	Batesville
		CLEVGAXA	Cleveland
		CLVLGAXA	Clarkesville
		CRNLGAXA	Cornelia
		CYTNGAXA	Clayton
		DHLNGAXA	Dahlonega
		DWVLGAXA	Dawsonville
		DWVLGAXB	DAWSONVILLE
		HELNGAXA	Helen
		HWSSGAXA	Hiawasee
		SCHSGAXA	Suches
		YNHRGAXA	Young Harris
220387	Frontier Comm. of Georgia, Inc.	RGSTGAXA	Register
		STBOGAXA	Statesboro
		STBOGAXB	Statesboro
220392	Waverly Hall Telephone, LLC	WVHLGAXA	WAVERLY HALL
220395	Accucomm Telecommunications, Inc.	GRDNGAXA	Gordon
		IRTNGAXA	Irwinton
		TMBOGAXA	Toombsboro
223037	Alltel Georgia Communications Corp.	ABVLGAXA	Abbeville
		ADELGAXA	Adel
		ALPHGAXA	Alapaha
		ASBNGAXA	Ashburn
		BAWKGAXA	Barwick
		BFTNGAXA	Bluffton
		BNVSGAXA	Buena Vista
		BRLNGAXA	Berlin
		BRXTGAXA	Broxton
		BSTNGAXA	Boston
		BYVLGAXA	Byromville
		CHTTGAXA	Cohutta
		CHWOGAXA	Chatsworth
		CLDGGAXA	Coolidge
		CNTNGAXA	Canton
		CNTNGAXB	Canton
		CRNVGAXA	Carnesville
		CTHBGAXA	Cuthbert
		DGLSGAXA	Douglas
		DLTNGAXB	Dalton
		DLTNGAXC	Dalton

DLTNGAXD	Dalton
DORNGAXA	Doerun
DWSNGAXA	Dawson
EDSNGAXA	Edison
ELVLGAXA	Ellaville
ENGMGAXA	Enigma
ENLLGAXA	Eastanollee
FNTNGAXA	Funston
FTGNGAXA	Fort Gaines
FTZGGAXA	Fitzgerald
HAHRGAXA	Hahira
IDELGAXA	Ideal
IRVLGAXA	Irwinville
JCVLGAXA	Jacksonville
JSPRGAAD	Jasper
JSPRGAXA	Jasper
LAVNGAXA	Lavonia
LKLDGAXA	Lakeland
LYRLGAXA	Lyerly
MCRAGAXA	McRae
MDVLGAXA	Milledgeville
MEGSGAXA	Meigs
MENLGAXA	Menlo
MLTRGAXA	Moultrie
MNCHGAXA	Manchester
MONRGAXA	Monroe
MRNGAXA	Morgan
MRVLGAXA	Marshallville
MRVNGAXA	Morven
MTVRGAXA	Mt. Vernon
MTZMGAXA	Montezuma
NRPKGAXA	Norman Park
NSVLGAXA	Nashville
OCLLGAXA	Ocilla
PAVOGAXA	Pavo
PRRTGAXA	Parrot
PRRYGAXA	Perry
PSTNGAXA	Preston
QTMNGAXA	Quitman
RYCYGAXB	Ray City
SHMNGAXA	Shellman
SSSRGAXA	Sasser
SUVLGAXA	Summerville
TNHLGAXA	Tunnel Hill
TOCCGAXA	Toccoa
TRINGAXA	Trion
UNADGAXA	Unadilla
WDLDGAXA	Woodland
WNDRGAXA	Winder
WRSPGAXA	Warm Springs

EXHIBIT E

REDACTED

EXHIBIT F

CALLING PLAN INFORMATION

Cingular FamilyTalk™ Calling Plans

Cingular FamilyTalk Bundled Plans – Includes 2 Lines

Nationwide Benefits	Triple Your Minutes					
Anytime Minutes	700 Rollover	1400 Rollover	2100 Rollover	3000 Rollover	4000 Rollover	6000 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					
Total Package--	\$99 ⁹⁷	\$119 ⁹⁷	\$139 ⁹⁷	\$179 ⁹⁷	\$229 ⁹⁷	\$329 ⁹⁷
Additional Lines	\$9 ⁹⁹ PER LINE (up to 3 additional lines)					
How it will appear on your bill						
Monthly Access**	\$69 ⁹⁹	\$89 ⁹⁹	\$109 ⁹⁹	\$149 ⁹⁹	\$199 ⁹⁹	\$299 ⁹⁹
MEdia Works (each line pays \$14 ⁹⁹)	\$29 ⁹⁹	\$29 ⁹⁹	\$29 ⁹⁹	\$29 ⁹⁹	\$29 ⁹⁹	\$29 ⁹⁹
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 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 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.

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 cingular.com/international for details

Refer a Friend

Earn up to \$125 a year for referring new Cingular Customers. See cingular.com/referral for details

Reasons to Choose Cingular™

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

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

Easily 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

*NOW (*669) allows you to sign up for Roadside Assistance, VoiceDial and Text/Instant Messaging. Just dial *669 from your Cingular phone.

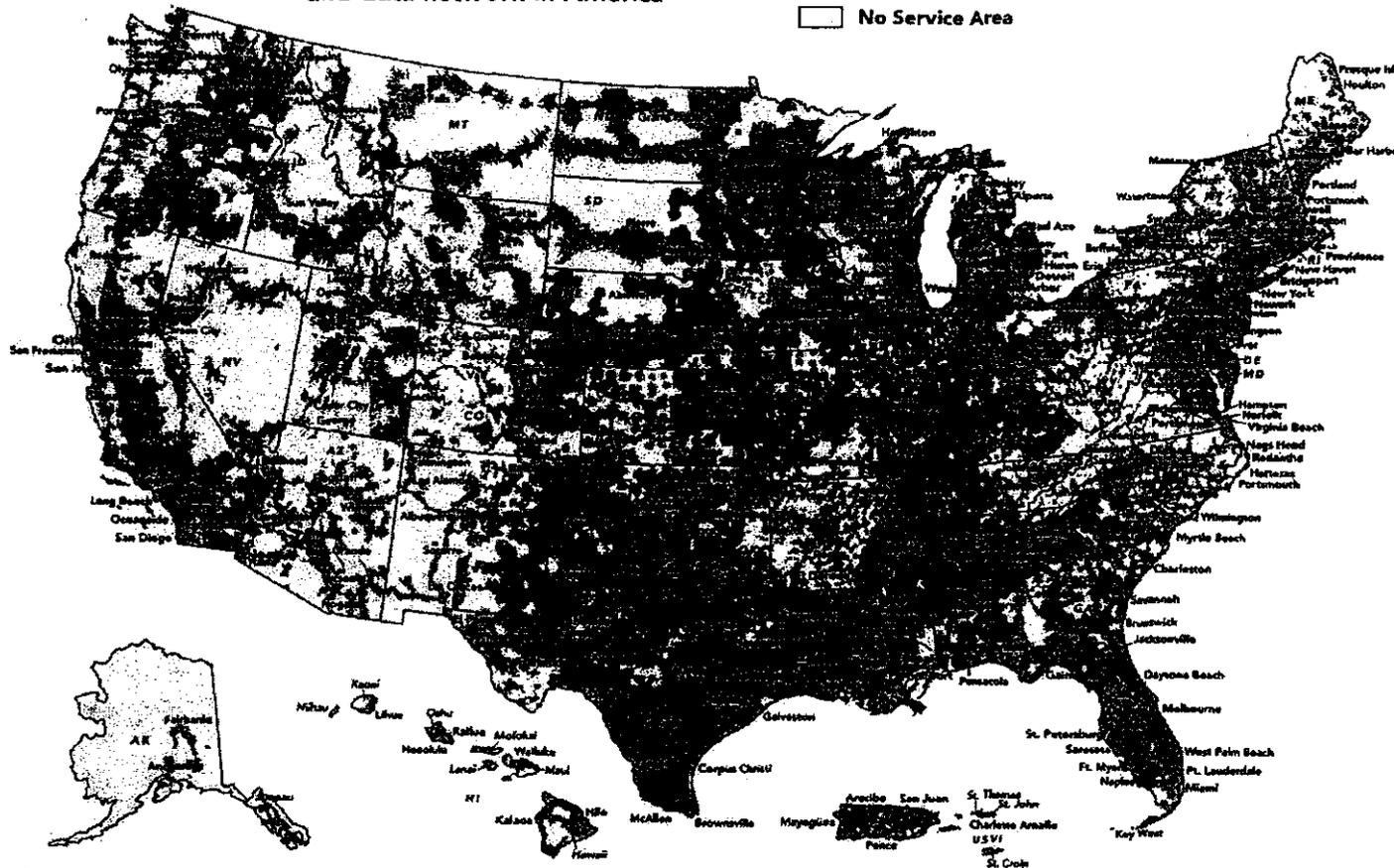
Minutes used may not include airtime used within the last two to five days and do not include recent roaming minutes due to delayed processing. See www.cingular.com/starservices for more details and limitations.

More Bars in More Places™



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.

MEdia Bundles – Do It All

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

	MEdia Basic	MEdia Works
		BEST VALUE
Messaging ^{1,2} – Text, Picture, Video and Instant Messaging	400 messages 10¢/add'l	1000 messages 5¢/add'l
MEdia Net ² – For Wireless Internet, Mobile Email and Downloadable Usage	1 MB 1¢/add'l KB	5 MB 1¢/add'l KB
Monthly Access	\$9⁹⁹	\$14⁹⁹

	INCLUDES CINGULAR VIDEO	
	MEdia Max 200	MEdia Max 1000
Messaging ^{1,2} – Text, Picture, Video and Instant Messaging	200 messages 5¢/add'l	1000 messages 3¢/add'l
MEdia Net ² – For Wireless Internet, Mobile Email and Downloadable Usage	UNLIMITED	UNLIMITED
Cingular Video ^{2,3} – Up-to-date news, sports and TV to go; 3G phone required 	UNLIMITED	UNLIMITED
Monthly Access	\$19⁹⁹	\$29⁹⁹

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

Messaging Packages

	Messaging Starter	Messaging Extreme
Messaging ^{1,2} – Text, Picture, Video and Instant Messaging	200 messages 10¢/add'l	3000 messages 3¢/add'l
Monthly Access	\$4⁹⁹	\$19⁹⁹

Personalize and Entertain

Ringtones, Games & Graphics	
from \$1.99/each – \$9.99/each	
Answer Tones ⁴ 99¢/month \$1.99/Answer Tone	Tone Club ⁴ 3-Pack for \$5.99/month 6-Pack for \$9.99/month
Exclusive Premium Content	
HBO Mobile ⁴ – \$4.99/month HBO Mobile Family ⁴ – \$2.99/month	

SMART SOLUTIONS⁴

Push to Talk **Unlimited Calling**
for all lines in your group
for \$19.99/month
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 **FREE 30-day Trial!**
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.

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 for availability. 4: Airtime and applicable long distance charges may apply when using these services. For full details on Messaging, MEdia Net, Tone Club and Answer Tones, see the Cingular MEdia brochure, www.cingular.com/media/terms or www.cingular.com/answertones. Pay-Per-Use charges: Text/Instant messaging 10¢/message; Picture/Video messages 25¢/message; MEdia 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. Eligibility varies by device.

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 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, \$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. 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. 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. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, 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. **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. **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 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. **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:** 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.

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. **VoiceDial:** Regular airtime 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. 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; 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.

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or 1-800-331-0500 for Cingular Customers

For Deaf/hard of hearing customers: (TTY) 1-866-241-6567

Questions on accessibility by persons with disabilities:

1-866-241-6568

Cingular Recycles Used
Phones and Batteries. Visit us at
www.cingular.com/aboutrecycle



x cingular
raising the bar™

Cingular Nation® Calling Plans

Cingular Nation Bundled Plans						
Nationwide Benefits	Double Your Minutes					
Anytime Minutes	450 Rollover	900 Rollover	1350 Rollover	2000 Rollover	4000 Rollover	6000 Rollover
Mobile to Mobile Minutes*	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Night & Weekend Minutes	5000	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
MEdia® Works Bundle	Includes 1000 Messages & 5 MB of MEdia Net Browsing					
Total Package**	\$54 ⁹⁸	\$74 ⁹⁸	\$94 ⁹⁸	\$114 ⁹⁸	\$164 ⁹⁸	\$214 ⁹⁸
How it will appear on your bill						
Monthly Access**	\$39 ⁹⁸	\$59 ⁹⁸	\$79 ⁹⁸	\$99 ⁹⁸	\$149 ⁹⁸	\$199 ⁹⁸
MEdia Works	\$14 ⁹⁸	\$14 ⁹⁸	\$14 ⁹⁸	\$14 ⁹⁸	\$14 ⁹⁸	\$14 ⁹⁸
Additional Minutes	45¢/min	40¢/min	35¢/min	25¢/min	25¢/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 Browsing 1¢/KB.

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 cingular.com/international for details

Refer a Friend

Earn up to \$125 a year for referring new Cingular Customers. See cingular.com/referral for details

*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 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®

More Bars in More Places™

ALLOVER™ network, the largest digital voice and data network in America

Unlimited Mobile to Mobile

calling to the largest community, over 56 million Cingular customers

Rollover Minutes® - Only from Cingular

keep your unused minutes from month to month and avoid overages

Unlimited Nationwide

Night and Weekend Minutes on rate plans starting at \$59.99 per month

No Roaming or Long Distance Charges Nationwide

Easily 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

*NOW (*669) allows you to sign up for Roadside Assistance, VoiceDial and Text/Instant Messaging. Just dial *669 from your Cingular phone.

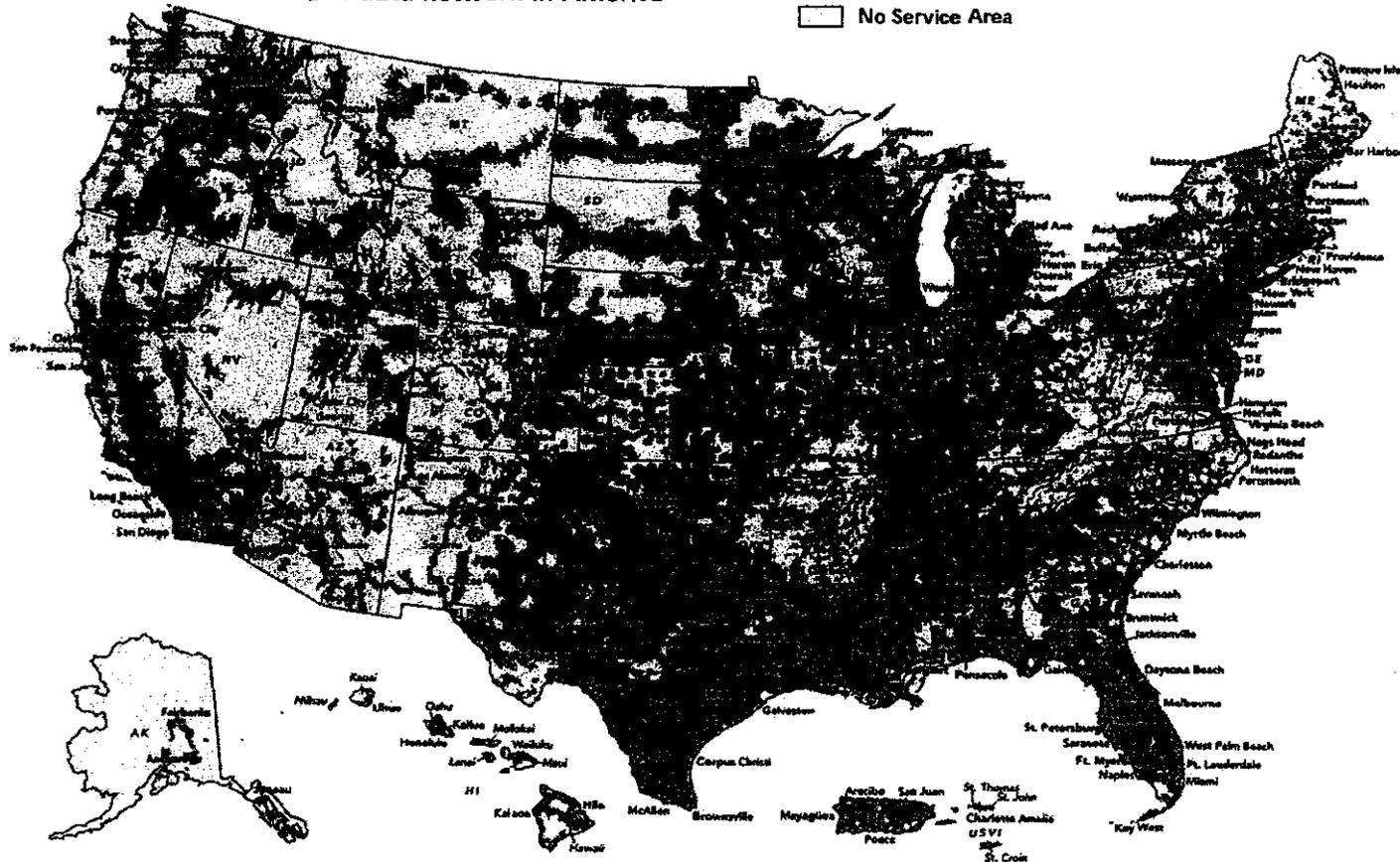
Minutes used may not include airtime used within the last two to five days and do not include recent roaming minutes due to delayed processing. See www.cingular.com/starservices for more details and limitations.

More Bars in More Places™



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.

MEdia Bundles - Do It All

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

	MEdia Basic	MEdia Works
		BEST VALUE
Messaging^{1,2} - Text, Picture, Video and Instant Messaging	400 messages 10¢/add'l	1000 messages 5¢/add'l
MEdia Net² - For Wireless Internet, Mobile Email and Downloadable Usage	1 MB 1¢/add'l KB	5 MB 1¢/add'l KB
Monthly Access	\$9⁹⁹	\$14⁹⁹

	INCLUDES CINGULAR VIDEO	
	MEdia Max 200	MEdia Max 1000
Messaging^{1,2} - Text, Picture, Video and Instant Messaging	200 messages 5¢/add'l	1000 messages 3¢/add'l
MEdia Net² - For Wireless Internet, Mobile Email and Downloadable Usage	UNLIMITED	UNLIMITED
Cingular Video^{2,3} - Up-to-date news, sports and TV to go: 3G phone required 	UNLIMITED	UNLIMITED
Monthly Access	\$19⁹⁹	\$29⁹⁹

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

Messaging Packages

	Messaging Starter	Messaging Extreme
Messaging^{1,2} - Text, Picture, Video and Instant Messaging	200 messages 10¢/add'l	3000 messages 3¢/add'l
Monthly Access	\$4⁹⁹	\$19⁹⁹

Personalize and Entertain

Ringtones, Games & Graphics	
from \$1.99/each - \$9.99/each	
Answer Tones⁴ 99¢/month \$1.99/Answer Tone	Tone Club⁴ 3-Pack for \$5.99/month 6-Pack for \$9.99/month
Exclusive Premium Content	
HBO Mobile⁴ - \$4.99/month HBO Mobile Family⁴ - \$2.99/month	

SMART SOLUTIONS⁴

Push to Talk **Unlimited Calling**
for \$9.99/month
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 \$8.99/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 **FREE 30-day Trial!**
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.

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 for availability. 4: Airtime and applicable long distance charges may apply when using these services. For full details on Messaging, MEdia Net, Tone Club and Answer Tones, see the Cingular MEdia brochure, www.cingular.com/media/terms or www.cingular.com/answertones. Pay-Per-Use charges: Text/Instant messaging 10¢/message; Picture/Video messages 25¢/message; MEdia Net Browsing 1¢/KB. **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 approved 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.

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 5:00 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. 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. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. 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Calls to 911, 411, 611, 711 and international dialing cannot be completed with Voice Connect Services. Caller ID cannot be blocked. 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 end 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; 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.

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or 1-800-331-0500 for Cingular Customers

For Deaf/hard of hearing customers: (TTY) 1-866-241-6567

Questions on accessibility by persons with disabilities:

1-866-241-6568

Cingular Recycles Used
Phones and Batteries. Visit us at
www.cingular.com/about/recycle



The first nationwide
center to be awarded



cingular
raising the bar.™

EXHIBIT G

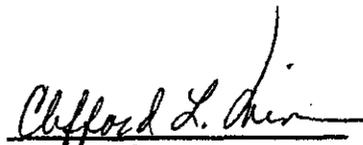
HIGH-COST CERTIFICATION

I, Clifford Minor, in my capacity as Vice President/General Manager of Georgia of Cingular Wireless LLC, and on behalf of its subsidiary licenses Orange Licenses Holding, LLC, New Cingular Wireless PCS, LLC, Chattanooga MSA Limited Partnership, Northeast Georgia RSA Limited Partnership, Georgia RSA No. 3 Limited Partnership, Blue Licenses Holding, LLC (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.
2. I am authorized by Cingular to make this statement.

I hereby certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 13, 2006



By: Clifford Minor
Title: Vice President/General Manager

Subscribed and sworn to before me
This 13 day of October, 2006.


Notary Public



EXHIBIT H

**CERTIFICATION FROM THE GEORGIA PUBLIC SERVICE COMMISSION THAT
GEORGIA DOES NOT PERFORM WIRELESS ETC DESIGNATIONS**



COMMISSIONERS:
STAN WISE, CHAIRMAN
ROBERT B. BAKER, JR.
DAVID L. BURGESS
H. DOUG EVERETT
ANGELA E. SPEIR

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE McALISTER
EXECUTIVE SECRETARY

Georgia Public Service Commission

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-5701

(404) 656-4501
(800) 282-5813

FAX: (404) 656-2341
www.psc.state.ga.us

October 31, 2006

To Whom It May Concern:

In response to a letter filed on October 25, 2006, by Cingular Wireless, LLC ("Cingular Wireless"), the Georgia Public Service Commission hereby affirmatively states that the State of Georgia does not exercise jurisdiction over Commercial Mobile Radio Service providers for purposes of making determinations concerning eligibility for Eligible Telecommunications Carrier designations under 47 U.S.C. Section 214(e) and 47 C.F.R. Section 54.201 *et seq.*

In particular, the Georgia Public Service Commission affirms that Cingular Wireless is not subject to jurisdiction of the State of Georgia for purposes of the foregoing determination.

Sincerely,

Stan Wise, Chairman

Georgia Public Service Commission