BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Southwestern Bell Telephone Company, d/b/a AT&T Missouri, For Approval of an Amendment to an Interconnection Agreement Under the Telecommunications Act of 1996.	)))))	Case No. _____

AT&T MISSOURI'S APPLICATION FOR APPROVAL OF
AN AMENDMENT TO AN INTERCONNECTION AGREEMENT

AT&T Missouri,[1] pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")[2] and 4 CSR 240-3.513(6)(C), respectfully submits this Application for Approval of an Amendment to an Interconnection Agreement ("Amendment") by and between AT&T Missouri and MCImetro Access Transmission Services, LLC ("MCImetro") and requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorneys, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri[3] and its fictitious name is duly registered with the Missouri Secretary of State.[4] AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly

[1] Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").
[2] 47 U.S.C. §252(e).
[3] In accordance with 4 CSR 240-2.060(1) and (G), a certified copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.
[4] In accordance with 4 CSR 240-2.060(1)(E) and (G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.[5]

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Leo J. Bub
Robert J. Gryzmala
Attorneys for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101

3. AT&T Missouri has no final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. Moreover, AT&T Missouri has no pending actions which satisfy the listed criteria in Arkansas, Kansas, Missouri or Oklahoma. AT&T Texas (the fictitious name under which Southwestern Bell Telephone Company operates in Texas) has seven pending formal complaints or lawsuits from end-user customers in Texas which involve retail customer service or rates.[6]

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

[5] Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company d/b/a AT&T Missouri. *See*, Order Granting Expedited Treatment and Approving Tariffs, Case No. TO-2002-185, issued June 29, 2007.

[6] The pending lawsuits are (1) *Harris County Hospital District v. The Public Utility Commission of Texas*, Dis. Ct., Travis County. No. D-1-GN-09-002116; (2) *David Leitman v. AT&T, Inc.*, Small Claims Court, Collin County, No. CV08-328; (3) *Jeffery B. Galbreath, d/b/a Galbreath Law Firm v. AT&T Corp. and AT&T, Inc., and Jorge Valladares*, Small Claims Court, Taylor County, No. SC08-8327J11; (4) *Plank Coatings, Inc. v. AT&T Corp.*; Justice of the Peace, Precinct 1, Ector County, No. C-2925-1; (5) *Cliff Jones, Inc. v. AT&T Corp., Hooper Communication Corp., and Robert B. Hooper*, County Ct., Austin County, No. 09CV4509; and (6) *Wieck Photo Database, Inc. d/b/a Wieck Media v. SBC Global Services, Inc., d/b/a AT&T Global Services*, Dis. Ct., Dallas County, No. DC-09-04511-E. The formal complaint pending before the Texas Public Utility Commission is *Complaint of Harris County Hospital District Against AT&T Texas*, Docket No. 36361.

5. AT&T Missouri seeks approval of the Amendment attached hereto (which has been signed by the parties) pursuant to Section 252(e)(1) of the Act. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof) (1) discriminates against a telecommunications carrier not a party to the Amendment, or (2) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.[7]

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Interconnection Amendment. AT&T Missouri further states that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment is intended to reflect the Memorandum and Order, and Declaratory Judgment and Permanent Injunction entered by the United States District Court for the Eastern District of Missouri, in case No. 4:05-CV-1264 CAS (September 14, 2006). On June 20, 2008, the Court's rulings were affirmed by the United States Court of Appeals for the Eighth Circuit in Case No. 06-3701, and a petition for Rehearing was denied on July 25, 2008. The Amendment also reflects certain VoIP intercarrier compensation provisions pursuant to Section 392.550 as reflected in the newly enacted HB1779.

[7] *See*, 47 U.S.C. § 252(e)(2).

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and MCImetro Access Transmission Services, LLC.

Respectfully submitted,

Southwestern Bell Telephone Company
d/b/a AT&T Missouri

BY 

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robert.gryzmala@att.com

COUNTY OF COLE)
) SS
STATE OF MISSOURI)

VERIFICATION

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Director-Regulatory of AT&T Services, Inc. I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.

Timothy M. Judge

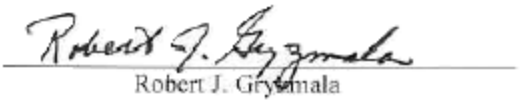
Sworn and subscribed to before me this 26 day of OCTOBER, 2009.

Tammy Morris
Notary Public

TAMMY R. MORRIS NOTARY PUBLIC NOTARY SEAL COMMISSION #08414247 COLE COUNTY STATE OF MISSOURI MY COMMISSION EXPIRES 06/26/12

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on October 26, 2009.



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AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 BETWEEN SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC

The Interconnection Agreement dated August 10, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri[1] ("AT&T Missouri") and MCImetro Access Transmission Services LLC ("CLEC") as previously amended as of the date hereof ("Agreement") effective in the State of Missouri is hereby amended as follows:

WHEREAS, the Parties filed for arbitration under Section 251 and 252 of the Act and the Missouri Public Service Commission ("Commission") issued an Arbitration Order dated July 11, 2005 ("July 11, 2005 Arbitration Order");

WHEREAS, the Parties conformed the Agreement to the July 11, 2005 Arbitration Order and the Commission approved the Agreement;

WHEREAS, AT&T MISSOURI filed an action seeking declaratory and injunctive relief claiming that the July 11, 2005 Arbitration Order was, among other things, contrary to federal law;

WHEREAS, AT&T MISSOURI's request for a Preliminary Injunction in Case No. 4:05-cv-01264-CAS was granted on September 1, 2005, enjoining the July 11, 2005 Arbitration Order and related orders approving the Agreement to the extent they required AT&T MISSOURI to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996;

WHEREAS, the Eastern Division of the United States District Court for the Eastern District of Missouri, Case Number 4:05-CV-1264 CAS, issued its Memorandum and Order and its Declaratory Judgment and Permanent Injunction on September 14, 2006, granting in part and denying in part the relief sought by AT&T MISSOURI;

WHEREAS, the United States Court of Appeals for the Eighth Circuit, Case Numbers 06-3701, 06-3726 and 06-3727 issued its Order on June 20, 2008, affirming the District Court's judgment;

WHEREAS, the Parties wish to amend the Agreement to reflect the District Court's and Eighth Circuit Court's orders; and

WHEREAS, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779 related to the appropriate compensation for voice over internet protocol (VoIP) service effective August 28, 2008.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended:

1. Recitals. The above recitals are hereby incorporated in their entirety into this Amendment.

2. Declassified Switching and UNE-P. In accordance with the Agreement, AT&T MISSOURI has no obligation under this Agreement to provide CLEC with ULS, whether alone, in combination (as with "UNE-P"), or otherwise. As of the Amendment Effective Date, AT&T MISSOURI may disconnect such elements at its sole discretion.

3. Section 271 Elements. AT&T MISSOURI has no obligation under this Agreement to provide CLEC with any Section 271 unbundling and/or Section 271 competitive checklist items (including, without limitation, the following

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

Section 271 elements required to be provided pursuant to the July 11, 2005 Arbitration Order: switching, UNE-P, high capacity loops, dedicated transport, OCn level dedicated transport, OCn level loops, dark fiber loops, dark fiber dedicated transport and feeder subloops)[2], either alone or in combination (whether new, existing, or pre-existing) ("Section 271 Elements") with any other element, service or functionality. CLEC shall be prohibited from submitting any orders for any Section 271 Elements under this Agreement. The parties hereby acknowledge that CLEC is no longer entitled to order any switching and UNE-Platform under Section 251 or 271 of the Act under this Agreement. As of the Amendment Effective Date, AT&T MISSOURI may convert, re-price, or disconnect such elements at its sole discretion.

4. Entrance Facilities.

   4.1 AT&T MISSOURI shall provide CLEC access to Entrance Facilities at TELRIC rates solely for interconnection purposes within the meaning of Section 251(c)(2) of the Act for the transmission and routing of telephone exchange service and exchange access service. Entrance Facilities are transmission facilities that connect CLEC networks with ILEC networks. CLEC is not entitled to Entrance Facilities at TELRIC rates for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, or (ii) for backhauling (e.g., to provide a final link in the dedicated transmission path between a CLEC's customer and the CLEC's switch, or to carry traffic between its own end users) ("Declassified Entrance Facilities").

   4.2 CLEC shall not submit any orders for Declassified Entrance Facilities. As of the Amendment Effective Date, AT&T MISSOURI may disconnect, convert or reprice such elements at its sole discretion.

5. Pricing Schedules. The Parties agree that the reference to the header "Dedicated Transport Entrance Facilities" in the "M2A Final Price List" is deemed to be replaced with the header "Interconnection Facility (CLEC to AT&T Missouri)" for all Interconnection Facilities.

6. House Bill 1779, Section 392.550. The Parties shall exchange "Interconnected voice over Internet protocol service," as defined in Mo. Rev. Stat. § 386.202(23) ("IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges in accordance with the Agreement (as amended by this Amendment) and the Parties' applicable tariffs; provided, however, to the extent that as of August 28, 2008, the Agreement contained intercarrier compensation provisions specifically applicable to IS Traffic, those provisions shall remain in effect through December 31, 2009, and the intercarrier compensation arrangement described in this Section shall not become effective until January 1, 2010.

7. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

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

9. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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

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[2] The Parties disagree as to whether any or all of these elements are § 271 competitive checklist items or required to be offered under §271 of the Act.

MCImetro Access Transmission Services LLC

By: _____

Name: **Peter H. Reynolds**
(Print or Type)

Title: Director
(Print or Type)

Date: Oct 20, 2009

Southwestern Bell Telephone Company d/b/a AT&T Missouri by AT&T Operations, Inc., its authorized agent

By: _____

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 10-21-09

UNE OCN # ***7290, 7594, 7432, 7666 and 2691***

Resale OCN # ***7229, 7020, 7974 and 7149***

Switch Based OCN # ***7290, 7594, 7432, 7666 and 2691***

ACNA: ***WUA, BFP, MFZ, ICF and AKJ***