

**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) Case No. _____
Interconnection Agreement Under the)
Telecommunications Act of 1996.)

**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 Navigator Telecommunications, LLC ("Navigator") 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 Missouri³ 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 authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

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.

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

Timothy P. Leahy
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 six pending formal complaints or lawsuits from end-user customers in Texas which involve retail customer service or rates.⁵

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

5. AT&T Missouri seeks approval of the Amendment attached hereto (which has been signed by both 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

⁵ The pending lawsuits in Texas involving customer service or rates are (1) Irving's Holding, Inc. v. SBC Communications, Inc., Docket No. CC-05-07415-C and (2) David Lavine, M.D. and David Lavine, M.D., P.A. d/b/a Center for Cosmetic and Reconstructive Surgery v. AT&T Inc., Cause No. 07-54771-2. The pending formal complaints before the Texas Public Utility Commission involving customer service or rates are as follows: (1) Complaint of Harris County Hospital District Against AT&T Texas, Docket No. 34332; (2) Complaint of Harris County Hospital District Against AT&T Texas, Docket No. 34940; (3) Complaint of Harris County Hospital District Against AT&T Texas, Docket No. 35363; Complaint of Lonzie Leath Against AT&T Texas, Docket No. 35133; and (4) Complaint of John J. Gitlin, Esq. Against AT&T Texas, Docket No. 34348.


implementation of such Amendment is not consistent with the public interest, convenience, and necessity.⁶

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 certain VoIP intercarrier compensation provisions pursuant to Section 392.550 RSMo, newly added by HB 1779, which became effective August 28, 2008.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Navigator Telecommunications, LLC.

Respectfully submitted,

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

BY 

TIMOTHY P. LEAHY	#36197
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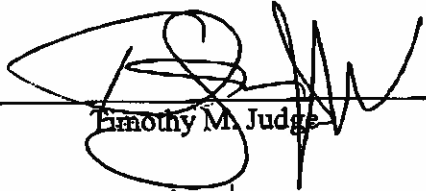
⁶ See, 47 U.S.C. § 252(e)(2).

COUNTY OF COLE)
)
STATE OF MISSOURI)

SS

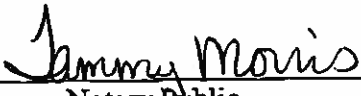
VERIFICATION

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.

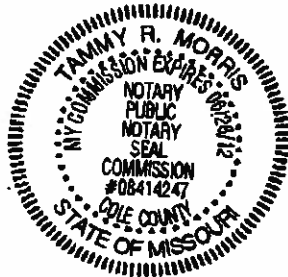


Timothy M. Judge

Sworn and subscribed to before me this 15th day of October, 2008. _

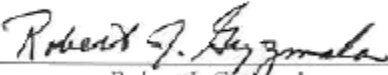


Notary Public



CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on October 15, 2008.


Robert J. Gryzmala

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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
NAVIGATOR TELECOMMUNICATIONS, LLC**

This Amendment (the "Amendment") modifies the Interconnection Agreement dated 8/9/2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and Navigator Telecommunications, LLC ("CLEC") and as subsequently amended (the "Agreement") effective in the State of Missouri. AT&T Missouri and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

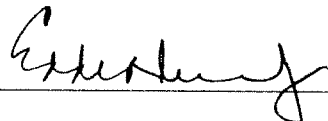
WHEREAS, the Parties wish to amend the Agreement to reflect the Missouri legislation in House Bill 1779, effective August 28, 2008, related to the appropriate compensation for voice over internet protocol (VoIP) service;

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 recital is hereby incorporated in its entirety into this Amendment.
2. **House Bill 1779, Section 392.550.** The Parties shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic") subject to the appropriate exchange access charges to the same extent that telecommunications services are subject to such charges; provided, however, to the extent that as of August 28, 2008, the Agreement contains 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.
3. 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.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. 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.
7. 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").

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".

Navigator Telecommunications, LLC

By: Name: Kenrick LeDoux
(Print or Type)Title: CTO & VP Engineering
(Print or Type)Date: 9/23/08Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agentBy: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 10-7-08UNE OCN # 0525Resale OCN # 8798

Switch Based OCN #

ACNA: NVG