

**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,<sup>1</sup> pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")<sup>2</sup> 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 Verizon Wireless, LLC ("Verizon Wireless") 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<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State.<sup>4</sup> AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly

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<sup>1</sup> Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

<sup>2</sup> 47 U.S.C. §252(e).

<sup>3</sup> 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.

<sup>4</sup> 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.<sup>5</sup>

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

Jeffrey E. Lewis  
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. AT&T Missouri has one pending action against it, brought by end-user customers, which involves retail customer service or rates.<sup>6</sup>

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 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

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<sup>5</sup> 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.

<sup>6</sup> *Barry Road Associates, Inc. d/b/a Minsky's Pizza, et al. v. Southwestern Bell Telephone Company d/b/a AT&T Missouri, et al.*, Case No. 1016CV02438, Jackson County Circuit Court.

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

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 sets the interMTA Traffic Factor to be used for inter-carrier compensation purposes and provides terms and conditions the parties may use to update this factor.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Verizon Wireless, LLC d/b/a Verizon Wireless.

Respectfully submitted,

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

BY



JEFREY E. LEWIS #62389

LEO J. BUB #34326

ROBERT J. GRYZMALA #32454

Attorneys for Southwestern Bell Telephone Company  
d/b/a AT&T Missouri  
One AT&T Center, Room 3516  
St. Louis, Missouri 63101  
314-235-6060 (Telephone)/314-247-0014(Facsimile)  
leo.bub@att.com

**CERTIFICATE OF SERVICE**

Copies of this document were served on the following parties by e-mail on September 1, 2010.

BY 

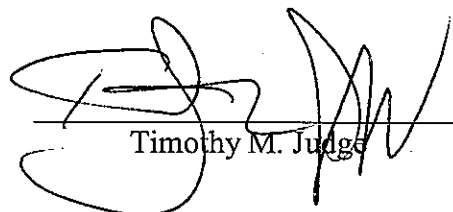
General Counsel  
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Jefferson City, MO 65102  
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Public Counsel  
Office Of The Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

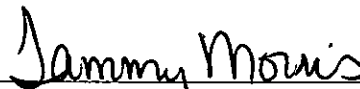
COUNTY OF COLE            )  
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STATE OF MISSOURI        )       SS

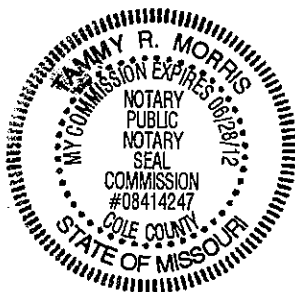
**VERIFICATION**

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Area Manager-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 1<sup>st</sup> day of September, 2010.

  
\_\_\_\_\_  
Notary Public



**AMENDMENT TO  
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS**

The Agreement for Interconnection and Reciprocal Compensation, dated April 2, 1997 ("the Agreement") by and between Southwestern Bell Telephone Company, d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless (collectively, "Carrier") is hereby amended as follows:

(1) The Parties agree to add new paragraph 4.2.2.1 to the Agreement. The new paragraph 4.2.2.1 will read as follows:

4.2.2.1 AT&T Missouri and Carrier each maintain the right to notify the other Party that the existing InterMTA Factor does not accurately reflect the proportion of Carrier-originated traffic delivered to AT&T Missouri over local Interconnection trunks that is InterMTA Traffic. AT&T Missouri and Carrier agree to negotiate a new InterMTA Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated percentage. The revised InterMTA Factor will go into effect upon approval of such amendment by the Commission. Should AT&T Missouri and Carrier not reach agreement on a new InterMTA Factor within thirty (30) days of receiving notice, AT&T Missouri and Carrier agree to use the dispute resolution process set forth in Section 13.0 of the Agreement.

(2) The Parties agree to delete paragraphs 5.0 and 5.1 of the Missouri Appendix Pricing and replace them with new paragraphs 5.0 and 5.1, which will read as follows:

5.0 InterMTA Traffic

5.1 InterMTA Traffic Factor

Land-to-Mobile: if land-to-mobile interMTA traffic is less than three percent (3%) of total land-to-mobile traffic, then the factor will be 0%; if land-to-mobile interMTA traffic is equal to or greater than three percent (3%) of total land-to-mobile traffic, then the factor will be the actual percentage.

Mobile-to-Land: A nine-tenths of a percent (0.9%) factor shall apply.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.

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

(5) 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

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<sup>1</sup> 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".

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.

(6) 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.

Cellco Partnership d/b/a Verizon Wireless

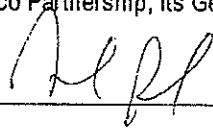
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

St. Joseph CellTelCo d/b/a Verizon Wireless

By: Verizon Wireless (VAW) LLC, Its General Partner

CyberTel Cellular Telephone Company d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner.

By: 

Printed: Nicola Palmer

Title: VP- Network Support  
(Print or Type)

Date: 7/29/10

OCN # 5814

ACNA CMO, EBA

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

By: 

Printed: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: 8-19-10