

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern)
Bell Telephone Company, LLC 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 20 CSR 4240-28.013(2), respectfully submits this Application for Approval of an Amendment to the Interconnection Agreement by and between AT&T Missouri and DISH Wireless L.L.C. ("Application").

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

1. AT&T Missouri is a Delaware limited liability company with its principal Missouri office at 1010 Pine Street, Room 19W-C-01, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorney, 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

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

² 47 U.S.C. §252(e).

³ See, Notice of Filing of Corporate Registration, *In the Matter of the Advance Notice of Merger of Southwestern Bell Telephone Company d/b/a AT&T Missouri Name to Southwestern Bell Telephone Company, LLC d/b/a AT&T Missouri*, File Nos. DN-2024-0279 and TN-2024-0278, dated June 4, 2024 (Certificate of Registration attached as "Attachment A").

⁴ See, Notice of Filing of Fictitious Name Registration, *In the Matter of the Advance Notice of Merger of Southwestern Bell Telephone Company d/b/a AT&T Missouri Name to Southwestern Bell Telephone Company, LLC d/b/a AT&T Missouri*, File Nos. DN-2024-0279 and TN-2024-0278, dated July 18, 2024 (Registration of Fictitious Name attached as "Attachment A").

"telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.

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

Bruce A. Ney
AVP-Senior Legal Counsel
AT&T Services, Inc.
816 Congress Ave., Suite 1100
Austin, Texas 78701
bruce.ney@att.com

3. AT&T Missouri has no pending actions or 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.

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 submitted herewith, which has been signed by the parties.⁵ The Commission must approve the Application unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the Amendment; or (b) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.⁶

⁵ AT&T Missouri notes that this is an amendment to a multistate agreement. To avoid burdening the Commission's files with unnecessary information, AT&T Missouri has only filed the information applicable to the state of Missouri. If the Commission wishes to see pricing sheets for other states, they will be made available upon request.

⁶ See, 47 U.S.C. § 252(e)(2).

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Amendment. AT&T Missouri further states that implementation of the Amendment is consistent with the public interest, convenience, and necessity. The purpose of the Amendment is to modifies certain rates, terms, and conditions in the Interconnection Agreement.

7. By signing this form, I hereby certify that neither I, nor any other members of this filing party, AT&T Missouri, has had communications with a Commissioner, Commissioner Advisor, Regulatory Law Judge, member of the General Counsel or any member of their support team in the sixty (60) days prior to the filing date of this Application regarding any substantive issue included in this filing. If any communication of this sort has occurred in the previous sixty (60) day period, I further certify this Application was held until sixty (60) days have passed form the date of the subject communication, or we have requested a waiver for good cause allowed by Commission Rule 20 CSR 4240-4.017(1)(D).

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Application and the Amendment to the Interconnection Agreement between AT&T Missouri and DISH Wireless L.L.C.

Respectfully submitted,

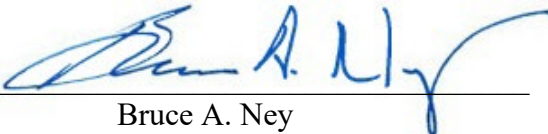
Southwestern Bell Telephone Company, LLC
d/b/a AT&T Missouri

BY 
Bruce A. Ney #73578

Attorney for Southwestern Bell Telephone Company,
LLC d/b/a AT&T Missouri
AT&T Services, Inc.
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Austin, Texas 78701
(512) 457-2311 (Telephone)
(512) 870-3420 (Facsimile)
bruce.ney@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on July 24, 2024.

BY 
Bruce A. Ney

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office Of The Public Counsel
P.O. Box 7800
Jefferson City, MO 65102
opcservice@ded.mo.gov

DISH Wireless, L.L.C.
Alison Minea
Director of Regulatory Affairs
1110 Vermont Ave. NW
Ste. 450
Washington, DC 20005
ICA_Notices@dish.com

COUNTY OF WILLIAMSON)
)
STATE OF TENNESSEE)

SS

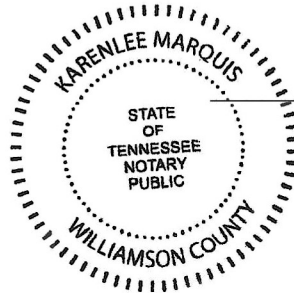
VERIFICATION

I, Sally A. Briar, being duly sworn upon my oath, state that I am over twenty-one, of sound mind, and am authorized to act on behalf of AT&T Missouri regarding the foregoing pleading. I have read the pleading. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.

Sally Briar

Sally A. Briar

Sworn and subscribed to before me this 19 day of July 2024.



Karenlee Marquis
Notary Public

My Commission Expires
November 4, 2026

AMENDMENT

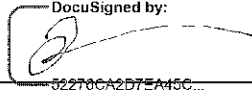
BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

DISH WIRELESS L.L.C.

DocuSigned by:



Signature: _____

Jeff McSchooler

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: 3/29/2024

Signature: eSigned - Kristen E. Shore

Name: eSigned - Kristen E. Shore

(Print or Type)

Title: Kristen E. Shore

(Print or Type)

Date: 12 Apr 2024

DISH Wireless L.L.C.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
DISH WIRELESS L.L.C.
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL
TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and DISH Wireless L.L.C. ("WSP"). AT&T and WSP are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and WSP are parties to the Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS) dated April 13, 2021, and as subsequently amended (the "Agreement"); and

WHEREAS, AT&T and WSP desire to modify certain rates, terms, and conditions in the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 2.2 of Attachment 02 – Network Interconnection from the Agreement with the following:

2.2 Point Of Interconnection ("POI") Options:

2.2.1 WSP and AT&T-21STATE shall mutually agree on a POI for each Facility that has Trunks that are used to carry traffic between their respective networks. For avoidance of doubt, there will be multiple POIs in a LATA to which WSP must deliver traffic to AT&T-21STATE, unless there is only one tandem in the LATA. The location of POIs will be as follows:

2.2.1.1 For WSP mobile-to-land traffic to AT&T-21STATE, there will be a POI will be at each AT&T-21STATE tandem in the LATA;

2.2.1.2 For AT&T-21STATE land-to-mobile traffic to WSP, the POI will be at WSP's office; or

2.2.1.3 Any other mutually agreeable location.

- 2.2.2 A POI shall not be located across a LATA boundary, nor outside of AT&T-21STATE's franchise service area.
3. Replace Section 2.3.5 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.5 AT&T-21STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-21STATE franchise service area, and in addition, for AT&T-12STATE, AT&T shall not have any obligation to share the cost of Facilities between the party's networks that are greater than fourteen (14) miles from the AT&T-12STATE Central Office Switch (or outside the state's defined local calling area, whichever is lesser) where the Facility connection is established.
4. Replace Section 2.3.6 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.6 When WSP uses DS-1 Facilities provided by AT&T-21STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-21STATE to reimburse WSP for those Facilities.
- 2.3.6.1 The Parties' use of shared Facilities, as described above, is reflected in the Shared Facility Factor listed in the Pricing Sheets attached hereto. The Shared Facility Factor is a percentage equal to the amount of all IntraMTA Traffic originated on AT&T-12STATE's network, in the state, compared to the amount of all traffic, including Third Party Traffic, transported over the shared Facilities, in the state. All traffic will be based on Conversation MOUs, and is measured in total conversation time seconds, which is totaled at a state level, for the monthly billing cycle, and then rounded up to the next whole minute.
- 2.3.6.2 When WSP delivers Interconnection traffic originating on its network through Facilities and/or Trunks provided by AT&T-12STATE, WSP shall pay AT&T-12STATE for its share of the cost of such Facilities and/or Trunks, utilizing the Shared Facility Factor set forth in the Pricing Sheets attached hereto. The Shared Facility Factor represents AT&T-12STATE's share of the costs; provided, however, that either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("Shared Facility Information") that the Parties will use to negotiate, in good faith, a different WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP's network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated and agreed upon, the Parties agree to file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) days of reaching agreement on the new Shared Facility Factor. Renegotiation of the WSP-specific Shared Facility Factor shall occur no more frequently than once every twelve (12) months.
- 2.3.6.3 AT&T SOUTHEAST REGION 9-STATE agrees to share proportionally in the recurring costs of any shared Facilities purchased by WSP from the applicable tariffs. AT&T SOUTHEAST REGION 9-STATE's proportionate use of the Facilities is equal to the amount of all IntraMTA Traffic originated on AT&T SOUTHEAST REGION 9-STATE's network in the state, compared to the amount of all traffic exchanged between the Parties in the state. AT&T SOUTHEAST REGION 9-STATE will calculate and provide this Shared Facility Factor, and the actual traffic usage used to develop those factors, to WSP on an annual basis.
- 2.3.6.4 After the Parties have been exchanging traffic over the Facilities for at least ninety (90) days, AT&T SOUTHEAST REGION 9-STATE will provide to WSP, on an annual basis, a percentage, representing AT&T SOUTHEAST REGION 9-STATE's proportionate share of the Facilities. WSP agrees to utilize the Shared Facility Factor provided by AT&T SOUTHEAST REGION 9-STATE that represents the percent IntraMTA Traffic originated by AT&T SOUTHEAST REGION 9-STATE and terminated to WSP over a shared two-way local interconnection Facility and/or trunks. If WSP disagrees with the Shared Facility Factor provided by AT&T, WSP may submit to AT&T SOUTHEAST REGION 9-STATE a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate,

and/or other network information that is reasonable to rely upon (“Shared Facility Information”) that the Parties will use to negotiate, in good faith, the appropriate WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP’s network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. To determine the Shared Facility Factor charges owed by AT&T SOUTHEAST REGION 9-STATE to WSP, such Shared Facility Factor will be applied by WSP against the two-way local interconnection Facility and/or trunks charges billed by AT&T SOUTHEAST REGION 9-STATE to WSP. Any resulting changes to the Shared Facility Factor will be applied on a prospective basis.

2.3.6.5 AT&T SOUTHEAST REGION 9-STATE will bill WSP for the cost of the Facility. WSP will then apply AT&T SOUTHEAST REGION 9-STATE’s Facility percentage to the cost of the Facility to determine the amount WSP shall bill AT&T SOUTHEAST REGION 9-STATE. Until the Parties have been exchanging traffic for at least ninety (90) days and a Shared Facility Factor has been determined, the Parties will use a 20/80 WSP/AT&T SOUTHEAST REGION 9-STATE Shared Facility Factor. The WSP will be responsible for twenty percent (20%) of the cost of the Facility prior to the completion of a traffic study.

2.3.6.6 The Parties agree to mutually reconcile the billing to reflect the proper Shared Facility Factor application to the cost of the Facilities via the process defined in 2.3.6.5 or alternative billing and/or reconciliation process as mutually agreed.

5. Replace Section 3.3.3 of Attachment 02 – Network Interconnection from the Agreement with the following:

3.3.3 WSP shall trunk to all AT&T-21STATE Tandems in each LATA from each MSC where WSP offers Authorized Services, or in the event WSP has no MSC in the LATA, from WSP’s designated POI(s) within the LATA. For avoidance of doubt, WSP will need to provide a Facility to each AT&T-21STATE tandem in order to fulfil the aforementioned trunk obligations.

6. Replace the Pricing Sheets from the Agreement in its entirety with the following Pricing Sheets attached as Exhibit A.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting WSP’s agreement.

8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

9. 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.

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

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

12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

13. The effective date of this Amendment shall be as of the date filed with each State Commission.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
5	MO	EMERGENCY NUMBER SERVICES	For each DS0 E911 Trunk Terminated				\$58 00	\$170 00	\$170 00	each DS0
W5	MO	911/E911	911 Trunks - Per Trunk Terminated				\$58 00	\$170 00		
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0 00			\$/conversation MOU
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0 00			\$/conversation MOU
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0 00			\$/conversation MOU
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor				AT&T to WSP 23%/WSP to AT&T 77%			
W2	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Terminating InterState/IntraState InterMTA Traffic Rate				\$0 000000			\$/conversation MOU
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Onginating Landline to WSP InterMTA Traffic Rate				\$0 023971			\$/conversation MOU
W2	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Onginating Landline to WSP InterMTA Traffic Percent				6%			
W2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				\$0 001959			\$/conversation MOU