## 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	)	Case No.	
an 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 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 Level 3 Telecom of Kansas City, LLC ("Level 3") (hereinafter the "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 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

<sup>3</sup> 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").

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

<sup>&</sup>lt;sup>2</sup> 47 U.S.C. §252(e).

<sup>&</sup>lt;sup>4</sup> 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 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.

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, 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. 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.<sup>5</sup>
- 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

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<sup>&</sup>lt;sup>5</sup> See, 47 U.S.C. § 252(e)(2).

that implementation of the Amendment is consistent with the public interest, convenience, and necessity. The purpose of the Amendment is to establish that the Level 3 will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers under the terms of 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 Amendment to the Interconnection Agreement between AT&T Missouri and Level 3 Telecom of Kansas City, LLC.

Respectfully submitted,

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

Bruce A. Ney

£73578

Attorney for Southwestern Bell Telephone Company,

LLC d/b/a AT&T Missouri

AT&T Services, Inc.

816 Congress, Suite 1100

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.

Bruce A. Ne

Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102 staffcounselservice@psc.mo.gov Office Of The Public Counsel P.O. Box 7800 Jefferson City, MO 65102 opcservice@ded.mo.gov

Level 3 Telecom of Kansas City, LLC Gary Black, Jr. VP-Carrier Relations 1025 Eldorado Blvd. Broomfield, CO 80021 Gary.Black@Level3.com

COUNTY OF WILLIAMSON	)	
	)	SS
STATE OF TENNESSEE	)	

#### 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 A. Brian

Sworn and subscribed to before me this \_\_\_\_\_\_

\_ day of July 20**2**4.

Notary Public

My Commission Expires November 4, 2026

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### **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, 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**

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC

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D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF LOUISIANA, LLC, LEVEL 3 TELECOM OF MISSISSIPPI, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

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eSigned - Kristen E. Shore Signature: eSigned - Gary Black, Jr. Signature: \_\_\_\_ eSigned - Kristen E. Shore Name: eSigned - Gary Black, Jr. Name: (Print or Type) (Print or Type) AVP- Regulatory Title: VP Carrier Relations Title: (Print or Type) (Print or Type) Date: 06 Mar 2024 Date: 11 Mar 2024

Level 3 Telecom of Alabama, LLC, Level 3 Telecom of Arkansas, LLC d/b/a Xspedius Communications, Level 3 Telecom of California, LP, Level 3 Telecom of Florida, LP, Level 3 Telecom of Georgia, LP, Level 3 Telecom of Illinois LLC, Level 3 Telecom of Indiana, LP, Level 3 Telecom of Kansas City, LLC d/b/a and Xspedius Management Co of Kansas City, LLC dba, Level 3 Telecom of Kansas City, LLC d/b/a Xspedius Communications, LLC, Level 3 Telecom of Kentucky, LLC, Level 3 Telecom of Louisiana, LLC, Level 3 Telecom of Mississippi, LLC, Level 3 Telecom of North Carolina L.P., Level 3 Telecom of Ohio LLC, Level 3 Telecom of Oklahoma. LLC d/b/a **Xspedius** Communications, LLC, and Xspedius Managem, Level 3 Telecom of South Carolina, LLC, Level 3 Telecom of Tennessee, LLC, Level 3 Telecom of Texas, LLC, Level 3 Telecom of Wisconsin, LP

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, 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 CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY AT&T CALIFORNIA, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	7327	8994	7280
ARKANSAS	7918	165B	7264
CALIFORNIA	8402	7456	7178,7718
FLORIDA	7065,7327,8280,8402	177B	7150,7280
GEORGIA	8402	141B	5311,7150,7178
ILLINOIS	8402		138G
INDIANA	8402		7060
KANSAS	7919	168B	7014
KENTUCKY	7260,8402	178B	4369,7280,8824
LOUISIANA	7065,7488	8994	3232,7065,7280,8824,8994
MISSISSIPPI	7065,8402		8994
MISSOURI	7917	170B	7589

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NORTH CAROLINA	7065,7244,8402	8994	3235,7150,7178,7858,7973,8824,8994
OHIO	8402		7436,7460
OKLAHOMA	7920	173B	7632
SOUTH CAROLINA	7273,8402	174B	5344,7178,7280
TENNESSEE	7065,7242,8402		7150,7178,7517,8994
TEXAS	8402	8434	7074,7516
WISCONSIN	8402		7322

Description	ACNA Code(s)	
ACNA(s)	AVS,LUW,TIM,ICG,XPC,LVC	

# AMENDMENT TO THE AGREEMENT BETWEEN

LEVEL 3 TELECOM OF ALABAMA, LLC, LEVEL 3 TELECOM OF ARKANSAS, LLC D/B/A XSPEDIUS COMMUNICATIONS, LEVEL 3 TELECOM OF CALIFORNIA, LP, LEVEL 3 TELECOM OF FLORIDA, LP, LEVEL 3 TELECOM OF GEORGIA, LP, LEVEL 3 TELECOM OF ILLINOIS LLC, LEVEL 3 TELECOM OF INDIANA, LP, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A AND XSPEDIUS MANAGEMENT CO OF KANSAS CITY, LLC DBA, LEVEL 3 TELECOM OF KANSAS CITY, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, LEVEL 3 TELECOM OF KENTUCKY, LLC, LEVEL 3 TELECOM OF NORTH CAROLINA L.P., LEVEL 3 TELECOM OF OHIO LLC, LEVEL 3 TELECOM OF OKLAHOMA, LLC D/B/A XSPEDIUS COMMUNICATIONS, LLC, AND XSPEDIUS MANAGEM, LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC, LEVEL 3 TELECOM OF TENNESSEE, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF TEXAS, LLC, LEVEL 3 TELECOM OF WISCONSIN, LP

#### **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, 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 Interconnection Agreements ("Agreements") under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

**WHEREAS**, the Parties wish to amend the Agreements, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

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

- 1. The Recitals are incorporated into this Amendment.
- 2. "Interconnected VoIP Provider" or "IVP", as used in these Agreements, is an entity as set forth in the Preamble that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57).
- 3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
- 4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.

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5. By agreeing to exchange traffic pursuant to these Agreements, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.

- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. 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.
- 8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 9. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date"). However, for all states, this Amendment shall be implemented as of the date it is executed by both Parties.

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### Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Level 3 Telecom of Alabama, LLC	Interconnection	11/2/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Level 3 Telecom of Arkansas, LLC	Interconnection	2/2/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Level 3 Telecom of California, LP	Interconnection	10/16/2002
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Level 3 Telecom of Florida, LP	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Level 3 Telecom of Georgia, LP	Interconnection	11/2/2007
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Level 3 Telecom of Illinois LLC	Interconnection	10/12/2012
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Level 3 Telecom of Indiana, LP	Interconnection	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Level 3 Telecom of Kansas City, LLC	Interconnection	9/6/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Level 3 Telecom of Kentucky, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Level 3 Telecom of Louisiana, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC	Level 3 Telecom of Mississippi, LLC	Interconnection	11/2/2007

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AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Date Signed
d/b/a AT&T MISSISSIPPI			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Level 3 Telecom of Kansas City, LLC	Interconnection	5/3/2011
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Level 3 Telecom of North Carolina L.P.	Interconnection	11/2/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Level 3 Telecom of Ohio, LLC	Interconnection	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Level 3 Telecom of Oklahoma, LLC	Interconnection	7/7/2006
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Level 3 Telecom of South Carolina, LLC	Interconnection	11/2/2007
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Level 3 Telecom of Tennessee, LLC	Interconnection	11/2/2007
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Level 3 Telecom of Texas, LLC	Interconnection	8/25/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Level 3 Telecom of Wisconsin, LP	Interconnection	3/29/2002