

**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 Bandwidth.com CLEC, LLC (“Bandwidth.com”) (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 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

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”).

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.⁵

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

⁵ See, 47 U.S.C. § 252(e)(2).

necessity. The purpose of the Amendment is to replace Section 3.3.2 from APPENDIX 911 with language that allows the CLEC to purchase facilities to interconnect the CLEC to AT&T's Selective Router.

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 from 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 Bandwidth.com.

Respectfully submitted,

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

BY 
Bruce A. Ney #73578

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Austin, Texas 78701
(512) 457-2311 (Telephone)
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bruce.ney@att.com

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

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on February 18, 2025.

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
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Lisa Jill Freeman
Vice President & Regulatory Compliance Officer
900 Main Campus Drive, Venture Center III, 5th Floor
Raleigh, NC 27606
ljfreeman@bandwidth.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 A. Briar

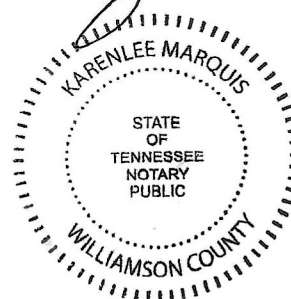
Sworn and subscribed to before me this 14 day of February 2025.



Notary Public

My Commission Expires
November 4, 2026





AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA
AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY,
LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A
AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY,
LLC D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN**

AND

BANDWIDTH.COM CLEC, LLC

Signature: eSigned - Ed StockerSignature: eSigned - Kristen E. ShoreName: eSigned - Ed Stocker
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP, Global Infrastructure
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 04 Dec 2024Date: 05 Dec 2024**Bandwidth.com CLEC, LLC**

Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	235F	---	981E
ILLINOIS	235F	---	984E
INDIANA	235F	---	105F
KANSAS	235F	---	986E
MICHIGAN	235F	---	991E
MISSOURI	235F	---	993E
NEVADA	235F	---	988E
OHIO	235F	---	001F
OKLAHOMA	235F	---	119F
TEXAS	235F	---	004F
WISCONSIN	235F	---	007F

Description	ACNA Code(s)
ACNA(s)	BCJ

**AMENDMENT TO THE AGREEMENTS
BETWEEN
BANDWIDTH.COM CLEC, LLC
AND**

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Bandwidth.com CLEC, LLC ("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, the Parties desire to modify certain provisions related to 9-1-1 Facilities; and

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. For the States of California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin the Parties agree to replace Section 3.3.2 from APPENDIX 911 with the following language:

3.3 Facilities and Trunking

3.3.2 AT&T-13STATE will provide facilities to interconnect the CLEC to the AT&T-13STATE Selective Router, as specified in the applicable AT&T-13STATE Special Access tariff or Switched Access tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-13STATE will provide such diversity where technically feasible, at standard AT&T-13STATE Special Access tariff or Switched Access tariff rates, as applicable.

3. 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.
4. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.

8. For Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma and Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. 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. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Effective Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	07/05/2008
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	07/20/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/30/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/06/2008
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T WHOLESALE	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	04/04/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/26/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/02/2008
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/12/2008