

**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) 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,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 ("Agreement") by and between AT&T Missouri and USCOC of Greater Missouri, LLC d/b/a U.S. Cellular and requests that the Commission approve the Amendment.

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

1. AT&T Missouri is a Delaware corporation with its principal Missouri office at 1010 Pine Street, Room 19E-R-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 "telecommunications

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

² 47 U.S.C. §252(e).

³ See, Certificate of Conversion from the Missouri Secretary of State, dated October 3, 2012 (which was filed with the Commission on December 4, 2012 in Case No. IO-2013-0323).

⁴ A copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on January 8, 2019, in Case No. TO-2019-0195.

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:

Mimi B. MacDonald
AVP Senior Legal Counsel
1010 Pine Street, Room 19E-R-01
St. Louis, Missouri 63101

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 Amendment 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

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,

⁵ AT&T Missouri notes that this is a multistate agreement. In order to avoid burdening the Commission's files with unnecessary information, AT&T Missouri has only filed the information applicable to 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).

convenience, and necessity. The purpose of the Amendment is to modify certain provisions related to Robocalling and other Prohibited Traffic in the current 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 amended 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 Amendment to the Interconnection Agreement between AT&T Missouri and USCOC of Greater Missouri, LLC d/b/a U.S. Cellular.

Respectfully submitted,

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



BY _____

MIMI B. MACDONALD

#37606

Attorney for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
1010 Pine Street, Room 19E-R-01
St. Louis, Missouri 63101
314-396-3685 (Telephone)
mimi.macdonald@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on June 14, 2021.

BY



Mimi B. MacDonald

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

COUNTY OF DALLAS)
)
STATE OF TEXAS) SS

VERIFICATION

I, Richard T. Howell, 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.



Richard T. Howell

Sworn and subscribed to before me this _____ day of June 2021.

Notary Public

AMENDMENT**BETWEEN**

UNITED STATES CELLULAR CORPORATION, UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, USOC OF CENTRAL ILLINOIS, LLC, TEXAHOMA CELLULAR LIMITED PARTNERSHIP, JACKSONVILLE CELLULAR TELEPHONE COMPANY, USCOC OF GREATER NORTH CAROLINA, LLC, USCOC OF SOUTH CAROLINA RSA #4, INC., TENNESSEE RSA NO. 3 LIMITED PARTNERSHIP, UNITED STATES CELLULAR OPERATING COMPANY OF KNOXVILLE CORP.; UNITED STATES CELLULAR TELEPHONE COMPANY (GREATER KNOXVILLE), L.P., INDIANA RSA NO. 4 LIMITED PARTNERSHIP; INDIANA RSA NO. 5 LIMITED PARTNERSHIP; KENOSHA CELLULAR TELEPHONE, L.P.; MADISON CELLULAR TELEPHONE COMPANY; RACINE CELLULAR TELEPHONE COMPANY; USCOC OF GREATER MISSOURI, LLC; CALIFORNIA RURAL SERVICE AREA #1, INC.

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A 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, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

Signature: eSigned - Trevor GadsonName: eSigned - Trevor Gadson
(Print or Type)Title: Director - Engineering Procurement
(Print or Type)Date: 13 Apr 2021

United States Cellular Corporation, United States Cellular Operating Company of Chicago, LLC, USOC Of Central Illinois, LLC, Texahoma Cellular Limited Partnership, Jacksonville Cellular Telephone Company, USCOC of Greater North Carolina, LLC, USCOC of South Carolina RSA #4, Inc., Tennessee RSA No. 3 Limited Partnership, United States Cellular Operating Company of Knoxville Corp.; United States Cellular Telephone Company (Greater Knoxville), L.P., Indiana RSA No. 4 Limited Partnership; Indiana RSA No. 5 Limited Partnership; Kenosha Cellular Telephone, L.P.; Madison Cellular Telephone Company; Racine Cellular Telephone Company; USCOC of Greater Missouri, LLC; California Rural Service Area #1, Inc.

Signature: eSigned - Kristen ShoreName: eSigned - Kristen Shore
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 14 Apr 2021

Bellsouth Telecommunications, LLC D/B/A 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, Pacific Bell Telephone Company D/B/A AT&T CALIFORNIA, Southwestern Bell Telephone Company D/B/A 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**

UNITED STATES CELLULAR CORPORATION, UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, USOC OF CENTRAL ILLINOIS, LLC, TEXAHOMA CELLULAR LIMITED PARTNERSHIP, JACKSONVILLE CELLULAR TELEPHONE COMPANY, USCOC OF GREATER NORTH CAROLINA, LLC, USCOC OF SOUTH CAROLINA RSA #4, INC., TENNESSEE RSA NO. 3 LIMITED PARTNERSHIP, UNITED STATES CELLULAR OPERATING COMPANY OF KNOXVILLE CORP.; UNITED STATES CELLULAR TELEPHONE COMPANY (GREATER KNOXVILLE), L.P., INDIANA RSA NO. 4 LIMITED PARTNERSHIP; INDIANA RSA NO. 5 LIMITED PARTNERSHIP; KENOSHA CELLULAR TELEPHONE, L.P.; MADISON CELLULAR TELEPHONE COMPANY; RACINE CELLULAR TELEPHONE COMPANY; USCOC OF GREATER MISSOURI, LLC; CALIFORNIA RURAL SERVICE AREA #1, INC.

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A 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, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A 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 Agreements by and between AT&T and Carrier as shown in the attached Exhibit A.

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

WHEREAS, the Parties desire to modify certain provisions related to Robocalling and other Prohibited Traffic;

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. **Robocalling and other Prohibited Traffic**

- 2.1. **Add the following provisions to the General Terms & Conditions (GT&Cs) of the Agreements**

RC 1.0 PROHIBITED TRAFFIC

RC 1.1 Prohibited Traffic

RC 1.1.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

RC 1.1.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;

RC 1.1.1.2 Traffic that unreasonably harms, frightens, or abuses; and

RC 1.1.1.3 Traffic that unreasonably interferes with the use of the other Party's network.

RC 1.1.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

RC 1.1.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;

RC 1.1.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;

RC 1.1.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

RC 1.1.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;

RC 1.1.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;

RC 1.1.3 Carrier agrees that if it receives a request for information about traffic sent to AT&T which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from AT&T, Carrier will promptly respond to the Authorized Traceback Request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate Provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Carrier agrees to provide this information to the administrator authorized by USTelecom's Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

AT&T agrees that if it receives a request for information about traffic sent to Carrier which is reasonably believed to be prohibited traffic from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Request") or from Carrier, AT&T will promptly respond to the Authorized Traceback Request in good faith. AT&T agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., AT&T received the calls from AT&T's end user) or (ii) an intermediate Provider (i.e., AT&T received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. AT&T agrees to provide this information to the administrator authorized by USTelecom's Traceback Group (or its successor) without requiring a subpoena or other formal demand or request.

3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of this Amendment.
4. 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.
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 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 not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. For Illinois, Indiana, Michigan, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee 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 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”)	Carrier Legal Name (“Carrier”)	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Jacksonville Cellular Telephone Company, USCOC of Greater North Carolina, LLC	Wireless	5/27/2005
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	USCOC of South Carolina RSA #4, Inc.	Wireless	6/27/2012
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Tennessee RSA No. 3 Limited Partnership; United States Cellular Operating Company of Knoxville Corp.; United States Cellular Telephone Company (Greater Knoxville), L.P.	Wireless	2/28/2005
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (f/k/a Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	United States Cellular Operating Company of Chicago, LLC; USCOC of Central Illinois, LLC	Wireless	5/17/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	United States Cellular Corporation; Texahoma Cellular Limited Partnership	Wireless	2/9/2006
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Indiana RSA No. 4 Limited Partnership; Indiana RSA No. 5 Limited Partnership; United States Cellular Operating Company of Chicago, LLC	Wireless	4/22/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	USCOC of Greater Missouri, LLC	Wireless	7/8/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Texahoma Cellular Limited Partnership	Wireless	6/20/2005
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	United States Cellular Operating Company of Chicago, LLC	Wireless	9/12/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	California Rural Service Area #1, Inc.	Wireless	5/26/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Kenosha Cellular Telephone, L.P.; Madison Cellular Telephone Company; Racine Cellular Telephone Company	Wireless	4/18/2005