

**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 by and between AT&T Missouri and GC Pivotal, LLC d/b/a Global Capacity ("Application").

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 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 "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:

Bruce A. Ney
AVP-Senior Legal Counsel
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.⁵ This Amendment modifies certain rates in the Interconnection Agreement that were inadvertently omitted from the DS 1/DS 3 Transport Amendment that was previously approved by the Commission in Docket IK-2023-0176 on February 12, 2023.

6. The Commission must approve the Application unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications

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.

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

7. 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 modify certain rates that were inadvertently omitted from the Amendment - DS1/DS3 Transport in the Interconnection Agreement.

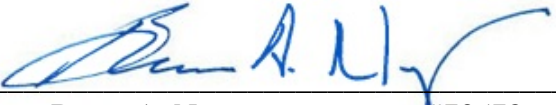
8. By signing this form, I hereby certify that neither I, nor any other members of this filing party, AT&T Missouri, has had communications with a Commissioner, Commissioner Advisor, Regulatory Law Judge, member of the General Counsel or any member of their support team in the sixty (60) days prior to 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 the Amendment to the Interconnection Agreement between AT&T Missouri and GC Pivotal, LLC d/b/a Global Capacity.

⁶ See, 47 U.S.C. § 252(e)(2).

Respectfully submitted,

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

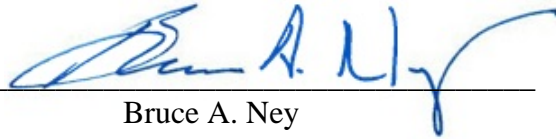
BY 
Bruce A. Ney #73578

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d/b/a AT&T Missouri
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Austin, Texas 78701
(512) 457-2311 (Telephone)
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bruce.ney@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on March 7, 2023.

BY

A handwritten signature in blue ink, appearing to read "Bruce A. Ney", is written over a horizontal line.

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
opc@ded.mo.gov

GC Pivotal, LLC d/b/a Global Capacity
7900 Tysons One Place, Suite 1450
McLean, VA 22102
antonio.uribe@gtt.net

COUNTY OF DALLAS)
)
STATE OF TEXAS) 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 _____ day of March 2023.

Notary Public

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, 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

GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY

Signature: eSigned - Antonio UribeSignature: eSigned - Kristen E. ShoreName: eSigned - Antonio Uribe
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: Supplier Mangement
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 09 Jan 2023Date: 09 Jan 2023**GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity****Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, 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**

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	8780	362F	---
CALIFORNIA	8780	256F	7871
ILLINOIS	8780	257F	4681
KANSAS	8780	147F	2995
MICHIGAN	8780	303F	4685
MISSOURI	8780	187F	4687
OHIO	8780	228F	---
OKLAHOMA	8780	261F	---
TEXAS	---	---	4694
WISCONSIN	8780	016F	2962

Description	ACNA Code(s)
ACNA(s)	EPO,OVC

**AMENDMENT TO THE AGREEMENT
BETWEEN
GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY
AND**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, 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 ("Amendment") amends the Interconnection Agreement ("Interconnection Agreement") by and between Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, 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 GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed July 5, 2016 and as subsequently amended; and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates that were inadvertently omitted from the Amendment - DS1/DS3 Transport dated August 16, 2022 ("Transport Amendment"); and

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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet Exhibit A1. The rates in Exhibit A1 supersede the rates for the corresponding elements in the Pricing Schedule in the Interconnection Agreement. All other rates in the Transport Amendment remain unchanged.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Service set forth on the Pricing Schedule in Exhibit A1, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. 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.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

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
LWT	MO	AT&T LOCAL WHOLESAL TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1 (Effective July 12, 2024 - July 11 2025)		UXRQ1	1	\$ 184.50	NA	NA	
LWT	MO	AT&T LOCAL WHOLESAL TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2 (Effective July 12, 2024 - July 11 2025)		UXRQ2	2	\$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESAL TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3 (Effective July 12, 2024 - July 11 2025)		UXRQ3	3	\$ 185.20	NA	NA	
LWT	MO	AT&T LOCAL WHOLESAL TRANSPORT	DS1 to VG - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4BX		\$ 2,994.00	\$ 29.85	\$ 17.90	
LWT	MO	AT&T LOCAL WHOLESAL TRANSPORT	DS3 to DS1 - Multiplexing (Effective July 12, 2024 - July 11 2025)		UM4AX		\$ 10,680.70	\$ 980.20	\$ 924.15	