

**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,)	Case No. _____
For Approval of an Amendment to 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 4 CSR 240-3.513(6)(C), respectfully submits this Application for Approval of an Amendment to an Interconnection Agreement ("Amendment") by and between AT&T Missouri and Everest Midwest Licensee, LLC d/b/a SureWest (now known as SureWest Kansas Licenses, LLC), which Amendment is entitled "Amendment – GT&C, Name Change." AT&T Missouri requests that the Commission approve the Amendment.

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

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorneys, 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

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

² 47 U.S.C. §252(e).

³ In accordance with 4 CSR 240-2.060(1) and (G), a certified copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.

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 service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.⁵

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

Leo J. Bub
Robert J. Gryzmala
Attorneys for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101

3. AT&T Missouri has no 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. Pursuant to Section 252(e)(1) of the Act, AT&T Missouri seeks approval of the Amendment attached hereto, which has been signed by the parties, The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof) (1) discriminates against a telecommunications carrier not a party to

⁴ In accordance with 4 CSR 240-2.060(1)(E) and (G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

⁵ Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company d/b/a AT&T Missouri. *See, Order Granting Expedited Treatment and Approving Tariffs*, Case No. TO-2002-185, issued June 29, 2007.


the Amendment, or (2) 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 Interconnection Agreement Amendment. AT&T Missouri further states that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment merely reflects that Everest Midwest Licensee, LLC d/b/a SureWest has changed its name to SureWest Kansas Licenses, LLC.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Everest Midwest Licensee, LLC attached hereto.

Respectfully submitted,

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

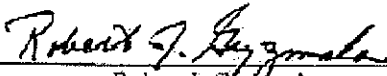
BY: 
TIMOTHY P. LEAHY #36197
LEO J. BUB #34326
ROBERT J. GRYZMALA #32454

Attorneys for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101
314-235-6060 (Telephone)/314-247-0014(Facsimile)
robert.gryzmala@att.com

CERTIFICATE OF SERVICE

⁶ See, 47 U.S.C. § 252(e)(2).

Copies of this document were served on the following parties by e-mail on April 14, 2010.


Robert J. Grymalak

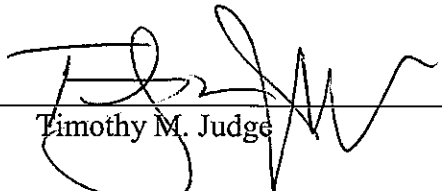
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COUNTY OF COLE)
)
STATE OF MISSOURI) SS

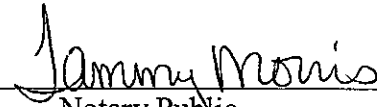
VERIFICATION

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Director-Regulatory of AT&T Services, Inc. I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.

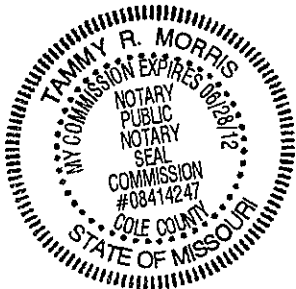


Timothy M. Judge

Sworn and subscribed to before me this 13th day of April, 2010.



Notary Public



**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI
AND
EVEREST MIDWEST LICENSEE LLC D/B/A SUREWEST**

The Interconnection Agreement by and between Southwestern Bell Telephone Company¹ d/b/a AT&T Missouri ("AT&T Missouri") and Everest Midwest Licensee LLC d/b/a SureWest ("Everest Midwest"), is hereby amended as follows.

WHEREAS, AT&T Missouri and Everest Midwest Licensee LLC d/b/a SureWest are the parties to that certain "Interconnection Agreement - Missouri" dated as of August 22, 2005 (the "Agreement"); and

WHEREAS, Everest Midwest has changed its name to "SureWest Kansas Licenses, LLC" ("SureWest Kansas"), and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and SureWest Kansas hereby agree as follows:


1. The Agreement is hereby amended to reflect the name change from "Everest Midwest Licensee LLC d/b/a SureWest" to "SureWest Kansas Licenses, LLC".
2. AT&T Missouri shall reflect that name change from "Everest Midwest Licensee LLC d/b/a SureWest" to "SureWest Kansas Licenses, LLC" only for the main billing account (header card) for each of the accounts previously billed to Everest Midwest. AT&T Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, SureWest Kansas affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Everest Midwest with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, SureWest Kansas shall operate with AT&T Missouri under the "SureWest Kansas Licenses, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under SureWest Kansas, and labeling (including re-labeling) equipment and facilities with SureWest Kansas.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

SureWest Kansas Licenses, LLC

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent

By: 
Greg Gierczak

By: 

Printed: _____
Executive Director-
External Relations

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

March 30, 2010

Date: _____

Date: 4.5.10

Resale OCN # 9123

CLEC OCN # 3991

ACNA - EVT