

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of AT&T Ohio)
for the Review and Approval of an Agreement Amendment)
Pursuant to Section 252 of the Telecommunications)
Act of 1996.)

TRF Docket No. 90-_____

Case No. 09 -0765 -**TP**- NAG

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) The Ohio Bell Telephone Company

DBA(s) of Registrant(s) AT&T Ohio

Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215

Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly

Phone 614-223-7928

Fax 614-223-5955

Regulatory Contact Person's Email Address jk2961@att.com

Contact Person for Annual Report Michael R. Schaedler

Phone 216-822-8307

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter [4901:11-6 OAC](#) – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to [4901:1-7](#)), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-14 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Jon F. Kelly,
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) _____ /s/ Jon F. Kelly _____ - General Attorney (Date) August 31, 2009

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application)	
For Approval Of An Agreement Amendment)	
Between AT&T Ohio and)	Case No. 09-0765-TP-NAG
New Cingular Wireless PCS, LLC)	
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

APPLICATION FOR APPROVAL OF AN AGREEMENT
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

AT&T Ohio¹ hereby files the attached fourth Amendment dated August 28, 2009 ("the Amendment") to the agreement between AT&T Ohio and New Cingular Wireless PCS, LLC dated July 30, 2007 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment changes the treatment of terminating interMTA traffic in the Agreement.

The Agreement was approved by the Commission on October 31, 2007 in Case No. 07-874-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

¹ The Ohio Bell Telephone Company uses the name "AT&T Ohio."

Respectfully submitted,

AT&T Ohio

By: /s/ Jon F. Kelly
Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Rm. 4-C
Columbus, OH 43215

(614) 223-7928

Its Attorney

AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN

ILLINOIS BELL TELEPHONE COMPANY 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,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T
OKLAHOMA AND/OR AT&T TEXAS,
WISCONSIN BELL, INC d/b/a AT&T WISCONSIN
AND
NEW CINGULAR WIRELESS PCS, LLC

The Interconnection Agreement, dated July 30, 2007 ("the Agreement") by and between Illinois Bell Telephone 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; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; The Southern New England Telephone Company d/b/a AT&T Connecticut; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; and Southwestern Bell Telephone Company d/b/a AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas (collectively, "AT&T-13STATE") and New Cingular Wireless PCS, LLC ("WSP") is hereby amended as follows:

(1) The Parties agree to delete Section 8.3.2 and 8.3.3 and add new Sections 8.3.2 through 8.3.5 to the Appendix ITR. The text of Sections 8.3.2 through 8.3.5 will read as follows:

8.3.2 WSP shall send all Switched Access or Terminating InterMTA traffic (including IntraLATA InterMTA traffic) via an Interexchange Carrier; however, the Parties agree that for any terminating InterMTA traffic that is inadvertently routed over Local Interconnection or Local Interconnection Equal Access trunks, based on data from AT&T-13STATE traffic studies, WSP will pay the Terminating InterMTA Minutes of Use ("MOU") traffic rate, as stated in Appendix Pricing – Wireless, for the WSP-originated mobile-to-land, interMTA MOUs delivered to AT&T-13STATE via the Local Interconnection or Local Interconnection Equal Access trunks for such traffic.

8.3.3 WSP OFFICER AFFIDAVIT

8.3.3.1 WSP may produce to AT&T-13STATE an affidavit, executed by an officer of WSP and notarized appropriately, stating that it is the policy of WSP not to, and in fact WSP does not intentionally, route Terminating InterMTA traffic over WSP's network via Local Interconnection or Local Interconnection Equal Access trunks for delivery to AT&T-13STATE, but instead routes such traffic via an Interexchange Carrier.

8.3.3.2 If WSP produces such an affidavit, AT&T-13STATE shall not bill WSP for Terminating InterMTA traffic. However, AT&T-13STATE may, at any time, elect to challenge the affidavit, using the following procedure:

8.3.3.2.1.1 AT&T-13STATE may conduct test calls or a traffic study to determine if WSP's Terminating InterMTA traffic is being routed over Local Interconnection or Local Interconnection Equal Access trunks.

8.3.3.2.1.2 AT&T-13STATE will promptly notify WSP that test calls were made or a traffic study was conducted which indicates the probability that InterMTA traffic was routed over Local Interconnection or Local Interconnection Equal Access trunks. Within 14 days of completion of the test calls or traffic study, AT&T-13STATE will provide the results of the test calls or traffic study to WSP for review. Within 30 days of being

provided the results for review, WSP can present its findings of any errors or anomalies with data results provided to AT&T-13STATE for consideration. In doing so, WSP can provide network diagrams, IXC records, cell site data, or any other information that reflects the jurisdiction of the calls or any alleged statistical invalidity of the data or its application.

- 8.3.3.2.1.3 Based on the results of the test calls or traffic study, as adjusted by AT&T-13STATE after consideration of the jurisdictional information and any data raising a concern over statistical validity provided by WSP in 8.3.3.2.1.1 above, AT&T-13STATE will bill WSP the rate of Terminating InterMTA Minutes of Use (MOU) (as stated in Appendix Pricing – Wireless) for the percentage of traffic identified as InterMTA traffic terminated over Local Interconnection or Local Interconnection Equal Access trunks. WSP will reimburse to AT&T-13STATE the difference between the rate previously paid by WSP for all such misrouted traffic and the rate for Terminating InterMTA Minutes of Use ("MOU"). Such payments will be retroactive, extending backward to the date of the last traffic study (or correction under 8.3.3.3 below, if later) or, if no previous traffic study has been performed, to the effective date of this provision.
- 8.3.3.2.1.4 If WSP believes that AT&T-13-STATE has not properly considered its jurisdictional information in the test calls or traffic study used for billing under Section 8.3.3.2.1.3 above, or believes that the use of the test calls or traffic study for the billing is not statistically valid when compared to the jurisdiction of all of its calls terminated over Local Interconnection or Local Interconnection Equal Access trunks, the parties will work together on a new analysis of the original AT&T-13STATE data to be jointly administered and completed within 30 days. Based on the results of the new analysis the parties may agree to adjust the billing under Section 8.3.3.2.1.3 above or will follow the dispute resolution process subject to Section 8.3.5 below.
- 8.3.3.2.1.5 In addition, WSP will pay the late payment charge for all such sums due and owing as provided under Section 5.2 of the General Terms and Conditions of this Agreement.

8.3.3.3 The percentage of InterMTA Traffic that the test calls and/or traffic studies show was routed by WSP via the Local Interconnection or Local Interconnection Equal Access trunks for delivery to AT&T-13STATE shall thereafter be applied by the Parties for all traffic exchanged by the Parties, provided, however, that WSP shall have the opportunity to correct the routing of such calls. Such correction shall be verified by additional test calls following the procedure described above. If the Parties agree that such misrouting has been corrected, AT&T-13STATE shall not thereafter bill WSP at the rate for Terminating InterMTA traffic for the traffic in question.

8.3.3.4 AT&T-13STATE or WSP may elect, at any time, to conduct additional test calls and/or traffic studies to verify WSP's routing practices but not more often than once per quarter to adjust WSP's billing, if appropriate.

8.3.4 NO WSP OFFICER AFFIDAVIT

8.3.4.1 If WSP elects not to produce the affidavit described in Section 8.3.3 above, then AT&T-13STATE will perform traffic studies to determine if WSP is sending Terminating InterMTA traffic over Local Interconnection or Local Interconnection Equal Access trunks, and if WSP is doing so, notwithstanding its obligation not to do so as set forth above, AT&T-13STATE will bill WSP based on the percentage of InterMTA traffic terminated over the Local Interconnection or Local Interconnection Equal Access trunks as demonstrated by the traffic study. AT&T-13STATE agrees to notify WSP of updates to the Terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill Terminating InterMTA

for the following quarter. Further, the Parties agree that WSP will pay amounts owed for Terminating InterMTA traffic by the due date indicated on the invoice.

8.3.4.2 If the WSP elects not to produce the affidavit described in Section 8.3.3 above, then if the WSP provides an indicator that accurately identifies the originating cell site to classify each call as InterMTA-Interstate or InterMTA-Intrastate for usage billing, (including but not limited to originating and terminating NPA/NXX, date, time of originating call and call duration along with the cell site location table which includes the latitude, longitude and MTA of the originating cell site), AT&T-13STATE will compare the cell site data to the AT&T-13STATE Jurisdictional Information Parameter ("JIP") and Originating Location Routing Number ("OLRN") traffic studies, as follows:

8.3.4.2.1 If the AT&T-13STATE traffic study using JIP, OLRN and originating NPA/NXX data are a match to the WSP cell site data, then the cell site data will be used in place of the AT&T-13STATE JIP, OLRN or originating NPA/NXX traffic studies; or,

8.3.4.2.2 If the JIP and the OLRN traffic studies do not match the WSP cell site data, and the WSP believes that the particular network configuration is causing the discrepancy, then the WSP shall provide AT&T-13STATE with the network configuration information that explains the discrepancy between JIP and the OLRN traffic studies vs. the WSP cell site data. If the WSP cannot explain the discrepancy between the JIP and the OLRN traffic studies vs. the WSP cell site data to AT&T-13STATE's satisfaction, then AT&T-13STATE will use JIP, the OLRN traffic or originating NPA/NXX code traffic studies to determine the jurisdiction of the calls; and,

8.3.4.2.3 Under both scenarios in Section 8.3.4.2.1 and Section 8.3.4.2.2 above, upon AT&T-13STATE's request, WSP will demonstrate how the network configurations are causing a mis-match between JIP, OLRN, originating NPA/NXX codes vs. the WSP cell site data.

8.3.4.2 If WSP elects not to provide the affidavit described in Section 8.3.3 above, WSP shall provide JIP, where technically feasible, in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011.

8.3.5 DISPUTES

8.3.5.1 The Parties further agree that disputes under these sections will be governed by the dispute resolution provision of the General Terms and Conditions of the Agreement. However, notwithstanding the foregoing and contrary to the Billing and Payment of Charges and Dispute Resolution provisions of the General Terms and Conditions of this Agreement (Sections 5 and 6, respectively), WSP agrees that for purposes of the procedures set forth in Sections 8.3.3 and 8.3.4 of this Amendment, WSP will pay AT&T-13STATE all InterMTA billing invoices and then dispute.

(2) The Parties agree to change the Originating Landline to CMRS Switched Access Traffic Section reference numbers. The Originating Landline to CMRS Switched Access Traffic language will now be in Section 8.3.6, 8.3.6.1, 8.3.6.2 and 8.3.6.3. The language for the Originating Landline to CMRS Switched Access Traffic will not change.

(3) The Parties agree that this Amendment completely supersedes the prior InterMTA Amendment executed by the Parties on June 22, 2009.

(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 Illinois Commerce Commission, Indiana Utility Regulatory Commission, Kansas Corporation Commission, Michigan Public Service Commission, Missouri Public Service Commission, Oklahoma Corporation Commission, Public Utility Commission of Texas, and the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission. In Connecticut, this Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. In 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. In California, pursuant to Resolution ALJ 181, 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 ("Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate by AT&T-13STATE, signing by and through its duly authorized representative, and WSP, signing by and through its duly authorized representative.

New Cingular Wireless PCS, LLC

Illinois Bell Telephone Company 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; The Ohio Bell Telephone Company
d/b/a AT&T Ohio; Pacific Bell Telephone Company
d/b/a AT&T California; The Southern New England
Telephone Company d/b/a AT&T Connecticut;
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; and,
Southwestern Bell Telephone Company d/b/a AT&T
Kansas, AT&T Missouri, AT&T Oklahoma and AT&T
Texas, by AT&T Operations, Inc., its authorized agent

By: William H. Brown

Printed: William H. Brown

Title: Sr. Contract Mgr.
(Print or Type)

Date: 8/21/09

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 8-28-09

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 09-0765-TP-NAG

Summary: Application for approval of an interconnection agreement amendment electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio