

Control Number: 27385



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SBC Long Distance, LLC d/b/a AT&T Long Distance 208 South Akard Street Dallas, Texas 75202

December 23, 2009

Central Records
Public Utility Commission of Texas
1701 North Congress Ave.
Austin, TX 78701

Re:

Control# 27385

Advice Letter No. 395

Notice of Promotional Offerings SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance

#### Dear Commission:

SBC Long Distance, LLC d/b/a SBC Long Distance, d/b/a AT&T Long Distance hereby notifies the Public Utility Commission of Texas of its intent to introduce business promotions 439-A, 442-A1, 442-B, 445 and 446. Enclosed are an original and three (3) copies of the promotion descriptions.

So that our records will be complete please date stamp the extra copy of this letter and return in the envelope enclosed. Any questions regarding this filing should be referred to me, Donna Daniel, 3032 Mars Hill Street, Modesto, CA 95355. I may be reached via telephone at (209) 551-2571 or via email at dg1612@att.com. Thank you for your assistance in this matter.

Yours truly,

Donna Daniele

Regulatory Area Manager

Enclosure

### AT&T Return and Earn Promotion #439-A

- (A) The sign-up period for the AT&T Return and Earn Promotion #439-A is January 1, 2010 through April 30, 2010 Service must be activated by June 30, 2010 This promotion is available to new Business Customers that:
  - either (a) formerly subscribed to local dial tone service from an Affiliate of the Company that operates in whole or in part as an AT&T ILEC and are returning to such an Affiliate of the Company for their local service or (b) currently have all of their local service with another (non-AT&T) local provider and transfer at least one existing local service line to an Affiliate of the Company that operates in whole or in part as an AT&T ILEC; and
  - .2 newly subscribe to:
    - .a Company Qualifying Services
      - (1) AT&T Business Unlimited Calling<sup>SM</sup>, (2) AT&T Business Unlimited Calling<sup>SM</sup> II, (3) AT&T Business Block of Time<sup>SM</sup> 700 II, (4) AT&T Business Block of Time<sup>SM</sup> 1200 II, (5) AT&T Business Block of Time<sup>SM</sup> 2500 II, or (6) AT&T Business Block of Time<sup>SM</sup> 5000 II, for 1-Year term agreements with one (1) or more lines; and
    - .b Affiliate of the Company Qualifying Services\*
      - .i one of the following local access packages from an Affiliate of the Company that operates in whole or in part as an AT&T ILEC: (a) Custom BizSaver<sup>SM</sup> II, (b) AT&T Business Local Calling<sup>SM</sup> \*\* or (c) AT&T Business Local Calling<sup>SM</sup> Essentials; and
      - .ii one of the following AT&T High Speed Internet Services offerings for minimum 1-Year term agreements from an Affiliate of the Company: (a) Express , (b) Pro or (c) Elite options; and
  - .3 request to participate in this promotional offering.
- (B) Customers, who qualify for this promotion and continuously subscribe to the Company and Affiliate of the Company Qualifying Services defined in Section (A).2.a, and Section (A).2.b.i and .ii above for the period to and including the payout interval months shown below, will receive Visa® Reward Cards in the applicable payout amounts also shown below. The amounts of reward cards issued to eligible Customers will be based on the number of qualifying lines ordered at the commencement of the 1-year term agreements, regardless of the number of lines added or removed during the 1-year term. One Visa® Reward Card per Customer location and BTN..

Qualifying Service	# of Qualifying Lines Ordered	Reward Amount	Payout Interval and Amount
Company Services as Defined in Section 6.3.4(A) 2.a above	1	\$100.00	Month 6 of the 1-Year Term - \$50 Month 12 of the 1-Year Term - \$50
Company Services as Defined in Section 6.3.4(A).2.a above	2	\$250.00	Month 6 of the 1-Year Term - \$125 Month 12 of the 1-Year Term - \$125
Company Services as Defined in Section 6 3.4(A).2.a above	3+	\$500.00	Month 6 of the 1-Year Term - \$250 Month 12 of the 1-Year Term - \$250

- 1-year term agreement is an oral agreement and does not require a signed agreement. Term agreements for this plan will automatically renew for 1-year terms, beginning the first day after the initial term or any renewal term has expired, at the then-current rates for this selected plan as defined in Section 4.7 of this Tariff. The Customer is under no obligation to re-subscribe to this plan after completion of the initial term period.
- (D) Reward cards will be mailed to Customer's address of record in or about, and up to four (4) to six (6) weeks after, the sixth (6<sup>th</sup>) month and twelfth (12<sup>th</sup>) month in service. The Company is not responsible for lost, late, mutilated, misdirected, or post due mail. Reward cards will expire 180 days after issuance. Reward cards cannot be used to pay any bill or invoice from the Company or any Affiliate of the Company. Void where prohibited, taxed or restricted. Other terms and restrictions apply. The Visa® Reward Card is subject to additional terms and conditions imposed by card issuer
- (E) This promotional offering may not be combined with the any reward check or card promotions
- \*Affiliate of the Company Qualifying Services are not provided under this Tariff.
- \*\* Illinois Customers subscribing to AT&T Business Local Calling<sup>SM</sup> Essentials are exempt from including intrastate intraLATA toll calls under this offer.

### Bundle Bonus II Reward Card Winback Promotion # 442-A1

- (A) The sign up period for this promotion is January 1, 2010 through April 30, 2010. Orders for new service must be activated by June 30, 2010. This promotion is available to new or existing Business Customers who:
  - .1 meet a minimum of one (1) of the following conditions:
    - have previously subscribed to local dial tone Service of an Affiliate ILEC of the Company (including where that Affiliate is operating as a CLEC) and have cancelled that Service; or
    - .b are currently local telephone customers of a competitor in the local serving territory of one of the Affiliate ILECs of the Company (including where that Affiliate is operating as a CLEC) and are now moving dial tone services from the competitor to the Affiliate ILEC; and
  - .2 purchase a minimum of two (2) of the following qualifying Services:
    - .a Company Qualifying Services
      - .i newly subscribe to or renew a contract for one of the following for a minimum 1-Year term agreement: (a) AT&T Business Unlimited Calling<sup>SM</sup>, (b) AT&T Business Unlimited Calling<sup>SM</sup> II, (c) AT&T Business Block of Time<sup>SM</sup> 700 II; (d) AT&T Business Block of Time<sup>SM</sup> 1200 II, or (e) AT&T Business Block of Time<sup>SM</sup> 2500 II;
      - .ii newly subscribe to AT&T Toll Free service or AT&T Business International Calling<sup>SM</sup> 1 Year;
    - .b Affiliate of the Company Qualifying Services
      - i newly subscribe to AT&T High Speed Internet<sup>SM</sup>\*for a minimum 1-Year Term, selecting from. Express. Pro\*, or Elite\* options (existing service upgrades not eligible);
      - .ii newly subscribe to; (a) AT&T Unified Messaging SM\*, (b) AT&T Web Hosting M Share Hosting\*, or (c) AT&T Tech Support 360 M\*; and
  - newly subscribe a local access\* service from an Affiliate of the of the Company that operates, in whole or in part, as an ILEC; and
  - .3 request to participate in this promotional offering.
- (B) Customers who qualify for this promotion will receive a redemption coupon per qualifying service as follows for a one time Visa® Reward Card. The reward card can be combined with other reward card amounts from other promotions where specified

Qualifying Service	Reward Amount
AT&T Business Unlimited Calling <sup>SM</sup>	\$50.00
AT&T Business Unlimited Calling <sup>SM</sup> II	\$50.00
AT&T Business Block of Time <sup>SM</sup> 700 II	\$50.00
AT&T Business Block of Time <sup>SM</sup> 1200 II	\$50.00
AT&T Business Block of Time <sup>SM</sup> 2500 II	\$50.00
AT&T Toll Free Service	\$25.00
AT&T Business International Calling <sup>SM</sup> 1 Year	\$25.00
AT&T High Speed Internet <sup>SM</sup> *	\$25.00
AT&T Unified Messaging SM*	\$50.00
AT&T Web Hosting <sup>SM</sup> - Share Hosting*	\$25.00
AT&T Tech Support 360 <sup>SM</sup> *	\$25.00

- (C) One Reward Card per customer service location. A reward card redemption coupon and instructions will be mailed within 6-8 weeks following installation of all applicable services. Customer must redeem redemption coupon/redemption form via website or US mail within 45 days of mailing date.
- (D) Reward card will be mailed to Customer's address of record within 2 weeks upon the Company's receipt of the redemption coupon. The Company is not responsible for lost, late, mutilated, misdirected, or post due mail. Reward card will expire 180 days after card issuance. Reward cards cannot be used to pay any bill or invoice from the Company or any Affiliate of the Company. Void where prohibited, taxed or restricted. Other terms and restrictions apply. The Visa® reward card is subject to additional terms and conditions imposed by card issuer.
- (E) This promotional offering may not be combined with any reward check or card Promotions, or any of the following promotional programs:
  - .1 AT&T Business International Calling<sup>SM</sup> 1 Year Reduced MRC Promotion #440

<sup>\*</sup> This service not offered under this Tariff

### Bundle Bonus II Reward Card Promotion # 442-B

- (A) The sign up period for this promotion is January 1, 2010 through April 30, 2010. Orders for new service must be activated by June 30, 2010. This promotion is available to new or existing Business Customers who:
  - .1 purchase a minimum of two (2) of the following qualifying Services:
    - .a Company Qualifying Services
      - newly subscribe to or renew a contract for one of the following for a minimum 1-Year term agreement: (a) AT&T Business Unlimited Calling<sup>SM</sup>, (b) AT&T Business Unlimited Calling<sup>SM</sup> II, (c) AT&T Business Block of Time<sup>SM</sup> 700 II, (d) AT&T Business Block of Time<sup>SM</sup> 1200 II, or (e) AT&T Business Block of Time<sup>SM</sup> 2500 II;
      - .ii newly subscribe to AT&T Toll Free service and/or AT&T Business International Calling<sup>SM</sup> 1 Year;
    - .b Affiliate of the Company Qualifying Services
      - .i newly subscribe to AT&T High Speed Internet<sup>SM</sup>\*for a minimum 1-Year Term, selecting from , Express, Pro\*, or Elite\* options (existing service upgrades not eligible);
      - .ii newly subscribe to; (a) AT&T Unified Messaging<sup>SM</sup>\*, (b) AT&T Web Hosting<sup>SM</sup> Share Hosting\*, and/or (c) AT&T Tech Support 360<sup>SM</sup>\*; and
  - newly subscribe to or currently subscribe to a local access\* service from an Affiliate of the of the Company that operates, in whole or in part, as an ILEC; and
  - .3 request to participate in this promotional offering.
- (B) Customers who qualify for this promotion will receive a redemption coupon per qualifying service as follows for a one time Visa® Reward Card. The reward card can be combined with other reward card amounts from other promotions where specified.

Proceedings of the second	Reward Amount		
Qualifying Service	Ordered Via Sales Channel	Ordered On-line	
AT&T Business Unlimited Calling <sup>SM</sup>	\$25.00	\$30.00	
AT&T Business Unlimited Calling <sup>SM</sup> II	\$25.00	\$30.00	
AT&T Business Block of Time <sup>SM</sup> 700 II	\$25.00	\$30.00	
AT&T Business Block of Time <sup>SM</sup> 1200 II	\$25.00	\$30.00	
AT&T Business Block of Time <sup>SM</sup> 2500 II	\$25.00	\$30.00	
AT&T Toll Free Service	\$25.00	\$25.00	
AT&T Business International Calling <sup>SM</sup> 1 Year	\$25.00	\$25.00	
AT&T High Speed Internet <sup>SM</sup> *	\$25.00	\$25.00	
AT&T Unified Messaging SM*	\$25.00	\$25.00	
AT&T Web Hosting <sup>SM</sup> - Share Hosting*	\$25.00	\$25.00	
AT&T Tech Support 360 <sup>SM</sup> *	\$25.00	\$25.00	

- (C) One Reward Card per customer service location. A reward card redemption coupon and instructions will be mailed within 6-8 weeks following installation of all applicable services. Customer must redeem redemption coupon/redemption form via website or US mail within 45 days of mailing date.
- (D) Reward card will be mailed to Customer's address of record within 2 weeks upon the Company's receipt of the redemption coupon. The Company is not responsible for lost, late, mutilated, misdirected, or post due mail. Reward card will expire 180 days after card issuance. Reward cards cannot be used to pay any bill or invoice from the Company or any Affiliate of the Company. Void where prohibited, taxed or restricted. Other terms and restrictions apply. The Visa® reward card is subject to additional terms and conditions imposed by card issuer.
- (E) This promotional offering may not be combined with any reward check or card Promotions, or any of the following promotional programs:
  - .1 AT&T Business International Calling<sup>SM</sup> 1 Year Promo #440
- \* This service not offered under this Tariff

## AT&T Business Calling \$15 Advantage Winback Promotion II #445

- (A) The sign up period for this promotion is January 5, 2010 through April 30, 2010. Orders for new service must be activated by July 2, 2010. This promotion is available to Business Customers who:
  - .1 meet a minimum of one (1) of the following conditions:
    - .a have previously subscribed to local dial tone Service of an Affiliate ILEC of the Company (including where that Affiliate is operating as a CLEC) and have cancelled that Service; or
    - .b are currently local telephone customers of a competitor in the local serving territory of one of the Affiliate ILECs of the Company (including where that Affiliate is operating as a CLEC) and are now moving dial tone services from the competitor to the Affiliate ILEC;
  - newly subscribe to AT&T Business Calling<sup>SM</sup> \$15 for a 1-Year or 2-Year term as defined in Section 3.7 of this Tariff;
  - newly subscribe to a local access package\* from an Affiliate of the Company that operates in whole or in part as an ILEC; and
  - .4 requests to participate in this promotional offering.
- (B) Qualifying Customers subscribing to this promotion will be charged the following per minute usages rates in lieu of the per minute usage rates defined in Section 4.7 of this Tariff for the length of their promotional 1-year or 2-year term:

	1-Year Term	2-Year Term
1+ Direct Dialed Outbound Calling	\$0.0390	\$0.0370
Switched Toll Free Service	\$0.0390	\$0.0370

- Customers must continue to subscribe to and maintain the terms and conditions of AT&T Business Calling \$15

  Advantage the as defined in Section 3.7 of this Tariff to continue to qualify for this promotion. Failure to maintain the terms and conditions defined in Section 3.7 of this Tariff will result in a termination of the promotional rates and the Customer will be moved to AT&T Business Calling \$15 as defined in Section 3.7 and 4.7 of this Tariff.
- (D) Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining benefits under this promotional offering, and the Customer will be moved to AT&T Business Calling<sup>SM</sup> \$15 as defined in Section 3.7 and 4.7 of this Tariff
- (E) Term Agreements
  - .1 1-Year term agreements are oral agreements and do not require a signature.
  - 2-Year term agreements must be signed under any method accepted by the Company, including electronically, and must be received by Company within thirty (30) calendar days from the order date. If the Company does not receive the Customer's signed agreement within the thirty calendar (30) day period, and Service has been provisioned in reliance thereon, the term of the agreement shall default to a 1-Year term under the rates, terms and conditions of this promotion.
  - .3 If defaulted to a 1-Year term, the 1-Year term will start on the day the Company completes the change from a 2-Year term to a 1-Year term. The Company will endeavor to complete the change within thirty (30) calendar days after the

## (F) Term Renewals

- At the end of the promotional term, the Customer will be moved to AT&T Business Calling<sup>SM</sup> \$15, as described in Section 3.7 and Section 4.7 of this Tariff or any available Small Business plan with equivalent usage requirements, for the same term length as the promotional term unless otherwise specified by the Customer. The Customer is under no obligation to subscribe to AT&T Business Calling<sup>SM</sup> \$15 or any other Small Business plan defined in Section 3.7 and 4.7 of this Tariff after completion of the promotional term agreement.
- Once moved to AT&T Business Calling<sup>SM</sup> \$15, or any Small Business plan for a new term, the term will automatically renew until either: (a) the Customer terminates the Service or (b) until the Company no longer offers this Service to new Customers or existing subscribers moving to new locations, whichever occurs first.
- AT&T Business Calling<sup>SM</sup> \$15, or any Small Business plan will remain in effect until either: (a) cancelled or changed by the Customer or, (b) until the Company no longer offers this Service to new customers or existing subscribers moving to new locations, whichever occurs first. Changes to this Service will be effective on the day the Customer's order is processed.

<sup>\*</sup> This service not offered under this Tariff

AT&T Business Calling \$15 Advantage Winback Promotion II #445 (continued)

### (G) Early Terminations

- .1 If prior to the expiration date of the promotional term or renewal term the Customer chooses to either: (a) terminate long distance Service with the Company; or (b) disconnect this plan and do not select another Small Business plan with a term agreement; or (c) downgrade to another Service without a term agreement, the Customer may be charged an ETF. The ETF shall be 50% of the then-current MRC in effect for this plan at the time of termination multiplied by the number of months remaining in the promotional or renewal term.
- .2 If the Customer provides notice to the Company of its intent to terminate any of the services listed above within thirty (30) days prior to or thirty (30) days after the promotional term or renewal term, the Company will adjust to zero any charged ETF fees.
- (H) This promotion cannot be combined with any other promotional offers associated with AT&T Business Calling<sup>SM</sup> \$15 Advantage.

### AT&T Business Unlimited Calling SM \$10/Line MRC Promotion #446

- (A) The sign-up period for this promotion is January 4, 2010 through April 30, 2010. Service must be activated by May 30, 2010. This promotion is available to new and existing Business Customers who at time of participation:
  - .1 currently subscribe to local dial tone service\* from an Affiliate ILEC of the Company (including where that Affiliate is operating as a CLEC) and state an intention to change local carriers for economic reasons and/or in response to a competitive offer;
  - .2 newly subscribe to or restart a 1-Year contract for AT&T Business Unlimited Calling<sup>SM</sup>;
  - .3 request to participate in this promotional offering,
- (B) Qualifying Customers subscribing to this promotion will be charged a promotional MRC equal to \$10.00 per Access Line\* for a 1-Year term plan agreement in lieu of the charges specified in Section 4.7 of this Tariff.
- (C) If during the promotional offer period the Customer adds or removes Access Lines\* under AT&T Business Unlimited Calling<sup>SM</sup> and/or relocates Service to a new address and the Customer agrees to restart their 1-Year term arrangement, the Customer will be charged a promotional MRC equal to \$10.00 per Access Line\* for the resulting number of Access Lines\* allowed under AT&T Business Unlimited Calling<sup>SM</sup>.
- (D) If after the promotional offer period the Customer adds or removes Access Lines\* under AT&T Business Unlimited Calling SM and/or relocates Service to a new address, the Customer will forfeit any remaining promotional benefits associated with this promotional offering.
- (E) The term agreement is an oral agreement and will automatically renew on the first day after the promotional term has expired at the then-current rates for this Service as defined in Section 4.7 of this Tariff. The Customer is under no obligation to re-subscribe to this plan after completion of the promotional term period. See Section 3.7 for automatic renewal terms and conditions once the promotional term has expired.
- (F) Early Termination Fee (ETF)ide
  - If prior to the expiration date of the promotional term the Customer chooses to either: (a) terminate long distance Service with the Company; or (b) disconnect this plan and do not select another Small Business plan with a term agreement; or (c) downgrade to another Service without a term agreement, the Customer may be charged an ETF. The ETF shall be 50% of the then-current MRC in effect for this plan at the time of termination multiplied by the number of months remaining in the promotional term.
  - .2 If the Customer provides notice to the Company of its intent to terminate this plan within thirty (30) calendar days prior to or thirty (30) calendar days after the automatic renewal of the term, the Company will adjust to zero any charged ETF's.
- (G) This promotion cannot be combined with any other promotional offers associated with AT&T Business Unlimited Calling<sup>SM</sup>.

<sup>\*</sup>This service not provided under this Tariff