



Control Number: 38421



Item Number: 1

Addendum StartPage: 0

AT&T Texas
07/02/2010

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Informational Notice – New CompleteLink 2.0 Promotion

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July 02, 2010

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, TX 78701

Dear Filing Clerk:

Re: **Informational Notice – New CompleteLink 2.0 Promotion**

Attached are the original and five copies of an informational notice from Southwestern Bell Telephone Company d/b/a AT&T Texas.

Acknowledgment and date of receipt of this informational notice are requested. Attached for this purpose is a duplicate letter with attachments. Please call me at (512) 870-1601 if there are any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Rivera". The signature is written in a cursive, flowing style.

Jacqueline Rivera
Area Manager - Rate Administration
(512) 870-1601 Office
(512) 870-1397 Fax

Attachments

cc: Director, Legal, PUC
Assistant Director, Rate Regulation, PUC
Public Counsel, Office of Public Utility Counsel

INFORMATIONAL NOTICE

TO INTRODUCE NEW OR MODIFIED RATES OR TERMS, PROCEDURES APPLICABLE TO CHAPTER 58 (ELECTING INCUMBENT LOCAL EXCHANGE COMPANIES) AND CHAPTER 65

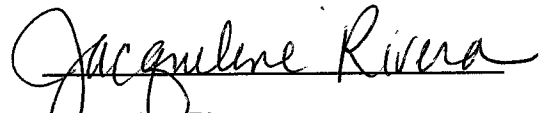
- a) **Name of Company:** Southwestern Bell Telephone Company d/b/a AT&T Texas
- b) **PURA chapter under which company operates:** 58 & 65
- c) **Date of submission:** 07/02/2010
- d) **Effective date:** 07/06/2010
- e) **Proposed implementation date:** 07/06/2010
- f) **Certificate of notice:** See Attachment A.
- g) **Type of filing:** This filing is for pricing flexibility involving nonbasic services pursuant to PURA §§ 65.152 - .153.
- h) **Relevant LRIC study (ies) or LRIC study reference:** The prices in this informational notice comply with PURA § 65.153.
- i) **Is the sum of the Total Element Long Run Incremental Cost (TELRIC)-based wholesale prices of components needed for provision of the retail service at or below the retail price set forth in this filing?** Not applicable.
- j) **Is the service available for resale by a competitor?** Yes.
- k) **Description of offering's terms and conditions:** This filing introduces a new CompleteLink 2.0 Save Promotion. Eligible customers are those who have received a competitive offer and are considering switching their business local exchange access service to a competitor. The promotion offers an accelerated discount upon subscription to a new CompleteLink 2.0 agreement for a 2-year term or longer.
- l) **New and/or revised tariff sheets:** See Attachment C.
- m) **Privacy issues:** None.
- n) **Are all rates, terms, and conditions in this filing compliant with the requirements in P.U.C. SUBST. R. §26.230(c)(3)-(4)?** Yes.

AFFIDAVIT OF NOTICE

STATE OF TEXAS:
COUNTY OF TRAVIS:

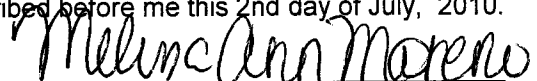
Before me, the Undersigned Authority, on this 2nd day of July, 2010, personally appeared Jacqueline Rivera of Southwestern Bell Telephone Company d/b/a AT&T Texas who, upon being duly sworn, stated as follows:

1. I am an employee of AT&T Texas at 400 W. 15th Street, Suite 950, Austin, Texas and hold the position of Area Manager - Rate Administration.
2. I certify that a true and correct copy of this informational notice was provided today to Central Records at the Public Utility Commission of Texas with instructions to serve the personnel noted on the attached cover letter.
3. Any person who holds a certificate of operating authority in AT&T Texas' certificated area or areas or who has an effective interconnection agreement with AT&T Texas was advised of this informational notice filing approximately 45 days ago via an accessible letter, which provided the Internet web address for viewing this filing on its effective date.
4. I have personal knowledge of the facts stated herein and certify that they are true and correct to the best of my knowledge, information and belief.


Jacqueline Rivera



Sworn and Subscribed before me this 2nd day of July, 2010.


Notary Public in and for the
State of Texas

My Commission expires on: September 5, 2010

TARIFF CONTROL NO. _____

INFORMATIONAL NOTICE OF
SOUTHWESTERN BELL TELEPHONE
COMPANY d/b/a AT&T TEXAS – NEW
COMPLETELINK 2.0 PROMOTION

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PUBLIC UTILITY COMMISSION
OF TEXAS

PROTECTIVE AGREEMENT

This Agreement is entered into between Southwestern Bell Telephone Company d/b/a AT&T Texas and the Office of Regulatory Affairs (hereinafter referred to as “the PUC Staff”) of the Public Utility Commission of Texas or the Office of Public Utility Counsel (hereinafter referred to as “OPC”) on this 2nd day of July, 2010.

WHEREAS, Pursuant to PURA 99, §14.204, the PUC Staff or OPC has requested information from AT&T Texas concerning its filing in Tariff Control No. _____.

WHEREAS, AT&T Texas contends the information requested by the PUC Staff or OPC confidential because it involves proprietary confidential information, which information AT&T Texas considers to be a trade secret; and

WHEREAS, the PUC Staff or OPC agrees to preserve the confidentiality of the information produced by AT&T Texas, and agrees to only use such information produced by AT&T Texas in this proceeding.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. AT&T Texas will designate documents which it claims contain AT&T Texas- proprietary, confidential, information by placing or affixing on each such page (in a manner which will not interfere with legibility) the word “CONFIDENTIAL.”

2. All information claimed to be confidential and so designated by AT&T Texas shall be treated by the PUC Staff or OPC as constituting confidential information and shall not be used for any purpose except conducting a review of this informational notice. Further, the information shall not be disclosed to any person other than members of the PUC Staff or OPC who are involved with the review of this informational notice. Persons authorized to have access to this information designated as confidential shall use their best efforts to keep it secure and in accordance with the purpose and intent of this Agreement. To this end, persons having custody of any information designated as confidential shall keep the documents under lock, or otherwise properly secured during all times when the documents are not being reviewed by a person authorized to do so.

3. The PUC Staff or OPC agrees that during the course of the review of AT&T Texas' informational notice, they will disclose the designated confidential information to no one else except pursuant to a proper request under the Texas Open Records Act, and then only after the determination by the Texas Attorney General that disclosure is required. The PUC Staff or OPC shall promptly notify AT&T Texas of any Texas Open Records Act requests received.

4. In any subsequent contested proceeding related to this informational notice, the PUC Staff or OPC will disclose information designated as confidential to no one except pursuant to a protective order, which affords the protected information the appropriate degree of protection accorded by law, entered in such proceeding.

5. The PUC Staff or OPC expressly reserves the right to contest the confidential designations made by AT&T Texas. However, the PUC Staff or OPC will abide by the terms of this Agreement even as to designations which they challenge until a final determination by an Administrative Law Judge or other involved tribunal that certain information designated as confidential is not entitled to protection. AT&T Texas and the PUC Staff or OPC agree that this Protective Agreement may be amended in writing by subsequent agreement of the parties.

6. Upon completion of this review of AT&T Texas' informational notice and any subsequent contested proceeding related thereto and related appeals, all information designated as confidential provided to the PUC Staff or OPC pursuant to this Agreement, including any copies made, shall be destroyed or, upon request, be returned to AT&T Texas.

7. This Protective Agreement shall remain valid and will also cover future requests for information by the PUC Staff or OPC related to this informational notice, as described in this Agreement, and thus no additional protective agreements need be executed.

TARIFF CHECK SHEET

<u>TARIFF</u>	<u>SECTION</u>	<u>SHEET/REVISION</u>
Local Exchange Tariff	1	Sheet 51.179, Original

LOCAL EXCHANGE SERVICE

3.0 Rates (cont'd)

3.117 Standardized CompleteLink 2.0 Save Promotion

A promotional period will be established from July 6, 2010 through July 5, 2011. During this promotional period eligible business customers subscribing to a new CompleteLink 2.0 agreement for a 2-year term or longer will be eligible to receive an upfront accelerated discount as described below. These accelerated discounts are in addition to other discounts and benefits listed within CompleteLink 2.0, found in the Local Exchange Tariff, Section 1.

Eligible customers are Save customers, existing business customers who have received a competitive offer and are considering switching their business local exchange access service to another carrier (proof of competitive offer may be required).

The discounts provided are considered to be accelerated discounts. Customers who terminate their CompleteLink 2.0 agreement prior to expiration of their selected term period will be liable for early termination charges as described in 3.55.5 *Termination Charges and Credit Allowances* within CompleteLink 2.0, found in the Local Exchange Tariff in Section 1. All other terms and conditions applicable to CompleteLink 2.0 will apply.

This offer may not be combined with other Company business access line, usage, and/or toll discount plans or promotions, with the exception of combining with other CompleteLink 2.0 offers where permitted.

Eligible customers will receive the following accelerated discounts which are calculated as a percentage of their agreed upon MARC and which will be applied as a credit to their bill. The accelerated discount will be applied within 2 bill periods following subscription to CompleteLink 2.0 according to the following schedule.

Discount Schedule

	1-Year Term	2-Year Term	3-Year Term	5-Year Term
Upfront Discount	N/A	15%	25%	35%