



Control Number: 40114



Item Number: 83

Addendum StartPage: 0

AT&T Texas
September 27, 2013

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PUBLIC UTILITY COMMISSION
FILING CLERK

PUC DOCKET NO. 40114
SOAH DOCKET NO. 473-13-0920

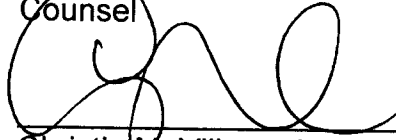
COMPLAINT OF CITY OF HOUSTON § PUBLIC UTILITY COMMISSION
AGAINST SOUTHWESTERN BELL §
TELEPHONE LP, D/B/A AT&T TEXAS § OF TEXAS

**AT&T TEXAS' THIRD SUPPLEMENTAL AND AMENDED RESPONSE TO
CITY OF HOUSTON'S FIRST REQUEST FOR INFORMATION**

COMES NOW, Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T Texas") and files its third supplemental and amended response to City of Houston's First Request for Information ("RFI"). AT&T Texas' third supplemental and amended response to City of Houston's First RFI is made pursuant to Commission rules and is not a waiver of any argument that may be made in AT&T Texas' Answer to City of Houston's Complaint.

Respectfully submitted,

JOSEPH E. COSGROVE, JR.
General Attorney and Associate General
Counsel



Christie M. Villarreal
General Attorney
State Bar No. 24033418
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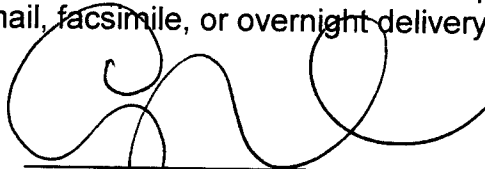
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**ATTORNEYS FOR SOUTHWESTERN
BELL TELEPHONE COMPANY d/b/a
AT&T TEXAS**

816 Congress, Suite 1100
Austin, Texas 78701
(512) 457-2305
(512) 870-3420 (Fax)

CERTIFICATE OF SERVICE

I, Christie M. Villarreal, General Attorney for AT&T Texas, certify that a true and correct copy of this document was served on all parties of record on September 27, 2013, via: U.S. Certified Mail, electronic mail, facsimile, or overnight delivery.



Christie M. Villarreal

RFI No. 1-3:

Please explain the meaning and significance of the notation "LCON REGINALD CRAVER 713 837-9512" in the Customer Service Records for account 713-437-5200 and explain how such notes are entered into AT&T's records.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

LCON is an acronym for '*local contact*'. The local contact is the person designated by the customer to meet the AT&T tech at the installation location. The LCON can be the customer, vendor or anyone designated by the customer to provide access to the building. The LCON can also be building maintenance or a designated employee with access to a secured area of the building. Such notes are placed on the AT&T records by the issuance of a service order.

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFI No. 1-4:

Please explain why AT&T added the code to permanently suppress Late Payment Charges on accounts 713-227-3100, 713-437-5200, 713-849-9330, and/or 713-869-7657.

Specifically, Houston seeks to understand what state agency or political subdivision AT&T believes or believed these accounts belonged to.

RFI No. 1-6:

Please explain in detail any credits issued as a result of AT&T's investigation of the issues made the subject of this complaint. Specifically, Houston seeks to know the reasoning of each adjustment/refund, seeks to determine which issues received credits/refunds, when credits/refunds were issued, and how credits/refunds were calculated.

Amended Response:

Subject to and without waiving AT&T Texas' objections to City of Houston's first set of RFIs filed on January 28, 2013, AT&T provides the following response:

Non-Confidential

D40114 NC RFI 1-6-0004 through D40114 NC RFI 1-6-0006

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

RFP No. 1-10:

Please produce any document related to any "move" by Houston relating to accounts 832-393-3000 and 832-393-0000.

Response:

Subject to and without waiving AT&T Texas' objections to City of Houston's first set of RFIs filed on January 28, 2013, AT&T provides the following response:

See tariff pages filed in AT&T Texas Response to the City of Houston's Formal Complaint with Special Exceptions, Attachments C, D, E, and F. Also see Attached tariff pages.

Non-Confidential

D40114 NC RFP 1-10-1 through D40114 NC RFI 1-10-4

Responsible Person: Karen Bevill
Area Manager – Regulatory Relations
816 Congress Ave
Austin, TX

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Unable to answer. Previous CSRs for the account are unavailable.

Responsible Person: Candice Braud

Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-7:

Account 713-437-5200 had the MCN Code identifying it as an account belonging to the City of Houston.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Unable to answer. Previous CSRs for the account are unavailable.

Responsible Person: Candice Braud

Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-8:

Account 713-437-5200 had a code on the account that permanently suppressed Late Payment Charges.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Unable to answer. The account is a disconnected account and AT&T cannot view it in Toolbar.

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-11:

Account 713-849-9330 presently has the MCN Code identifying it as an account belonging to the City of Houston.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Admit.

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-12:

Account 713-849-9330 is currently available to the City of Houston via AT&T's Toolbar application.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Admit, however it no longer has an MCN code.

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-15:

Account 713-869-7657 had a code on the account that permanently suppressed Late Payment Charges.

Response:

Subject to and without waiving AT&T's objections and pursuant to SOAH Order No.4, AT&T Texas provides the following supplemental response:

Admit.

Responsible Person: Candice Braud
Manager – Customer Service
6500 West Loop S
Bellaire, TX

Tonya Jones
Communications Consultant
6500 West Loop S
Bellaire, TX

RFA No. 1-16:

Account 713-869-7657 was available to the City of Houston via AT&T's Toolbar application prior to the filing of this complaint.

36	832 393-0000								
37	832 393-0000								
38	832 393-0000								
40	713 670-2100	713 732-5000	ND8						
41	713 670-2100	713 558-3500	WNBHV	1	\$1,484.51		8/25/2011		
42	713 670-2100	713 558-3500	WNBHV	1					
43	713 670-2100	713 671-3000	DLS	1	\$8,859.63		12/25/2011		
45	713 640-7000	713 847-4650	WNBGP	6	\$5,260.94		8/17/2011		
46	713 640-7000	281 597-0823	IFL	1	\$1,200.90		2/17/2012		
48	713 699-7000	713 699-7000	WNBGP	6	\$5,260.94		8/17/2011	Adj found on 713 640-7000	
50	713 222-1952	713 632-1046	CCZ	1	\$584.00		9/5/2011		
51	713 222-1952	713 970-2205	CCZ	1	\$324.28		2/5/2012		
52	713 222-1952	713 640-3400	NDT	2	\$524.23		9/5/2011		
53	713 222-1952	713 230-9627	CCZ	1	\$292.00		8/5/2011		
54	713 222-1952	713 982-1077	CCZ	1	\$297.48		2/5/2012		
55	713 222-1952	713 356-7596	CCZ	1	\$292.00		8/5/2012		
56	713 222-1952	713 632-1053	CCZ	1	\$297.49		2/5/2012		
57	713 222-1952	713 744-0900	NDT	1					
58	713 222-1952	713 734-9555	WNBGM	1	\$1,946.72		1/5/2011		
60	713 218-5500	713 218-5500	NDT	1	\$622.05		1/9/2012		
62	713 868-8300	713 868-8300	NDT	1	\$642.72		9/21/2012		
64	Challenged Account								
65	Challenged Account								
66	Challenged Account								
67	Challenged Account								
68	Challenged Account								
69	Challenged Account								
70	Challenged Account								
71	Challenged Account								
72	Challenged Account								
73	Challenged Account								

ROW	BTN	WTN	USOC	QTY	ADJ AMT	ADJ Reflected ON BILL	NOTES
2	832 393-3000						
3	832 393-3000						
4	832 393-3000						
5	832 393-3000						
6	832 393-3000						
7	832 393-3000						
8	832 393-3000						
9	832 393-3000						
11	713 371-1400	713 632-1065	CCZ	1	\$292.00	8/17/2011	
12	281 784-5209	281 209-4136	CCZ	1	\$287.33	9/5/2011	
13	713 837-0000	713 221-0988	CCZ	1	\$287.33	8/21/2011	
14	713 837-0000	713 221-0988	CCZ	1	\$287.34	8/21/2011	
15	713 236-1313	713 226-0700	CCZ	1	\$290.87	2/5/2012	
16	713 970-2201	713 970-2201	CCZ	1	\$295.91	2/17/2012	
17	713 970-2201	713 230-1589	CCZ	1	\$292.33	9/17/2011	
18	713 970-2201	713 230-1590	CCZ	2	\$585.67	9/17/2011	
19	713 632-6600	713 632-6600	CCZ	4	\$1,178.71	See Note	(292.00 on 8-12-11 bill and 886.71 on 2-14-12 bill)
20	713 970-0335	713 632-1045	CCZ	1	\$292.33	9/5/2011	
21	713 640-3000	713 640-3000	CCZ	1	\$292.00	8/5/2011	
22	713 982-1907	713 982-1907	CCZ	1	\$297.53	2/3/2012	
23	713 229-7300	713 229-7300	NXN	1	\$937.33	8/9/2011	
24	Challenged Account						
25	Challenged Account						
26	713 928-6711	713 224-8184	ESX	1			
27	713 928-6711	713 224-8184	ESL	1			
28	713 928-6711	713 224-8184	ESF	1	\$517.81	will appear on 10-5-2013	
29	713 928-6711	713 224-8198	ESX	1			
30	713 928-6711	713 224-8198	ESL	1			
31	713 928-6711	713 224-8198	ESF	1	\$517.81	will appear on 10-5-2013	Adjustments issued 9-13-2013
33	713 970-2201	7130336-9210	WNBTB	2	\$1,177.33	8/17/2011	
35	832 393-0000						

74	Challenged Account								
75	Challenged Account								
76	Challenged Account								
77	Challenged Account								
78	Challenged Account								
79	Challenged Account								
80	Challenged Account								
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92	Challenged Account								
93	Challenged Account								
94	Challenged Account								

PRIMARY RATE ISDN: SMARTTRUNK® SERVICE

1. General (cont'd)

1.7 Special SmartTrunk Service Requests (cont'd)

1.7.5 (cont'd)

D. In cases B and C preceding, when the customer's normal serving office becomes SmartTrunk equipped, the SmartTrunk Service will continue to be provided from their original SmartTrunk serving office. If the customer specifically requests SmartTrunk Service be provisioned from his normal serving office, the provisions and charges specified in this tariff section for moves (Paragraph 1.8) and disconnects (Paragraph 2.3) will apply. The Company may request that the customer, at the customer's option, have the customer's SmartTrunk Service provided from the customer's normal serving office and, in conjunction therewith, may offer to waive move and/or disconnect charges.

1.7.6 If a customer requests SmartTrunk Service to be provisioned from an office other than the SmartTrunk serving office designated by the Company, and if agreed to by the Company, SmartTrunk service may be extended to central offices within the same Local Access Transport Area (LATA) through the application of a SmartTrunk Interface, and MegaLink III - Wideband Digital Service 1.544 mbps Interoffice Channel Mileage (see Digital Link Service Tariff, Section 4, Paragraph 4.2), DS3 Service, or other suitable Company services. This arrangement is only available within areas where the Company is the incumbent.

1.8 Moves

1.8.1 Change in the physical location ("Move") of SmartTrunk Interface or Port, which requires simultaneous service operation at both the current location ("Replaced Service") and the new location ("New Service") for a finite period of time ("Overlapping Service") or which is accomplished through a coordinated disconnection of the Replaced Service and simultaneous connection of the New Service ("Flash Cut"), whether within the same SmartTrunk serving central office or to a different SmartTrunk serving central office, does not constitute a disconnection of service, provided the service is not interrupted. Installation Charges in this section of the tariff and Service Connection Charges pursuant to Section 27 of the General Exchange Tariff will apply for all customer Moves of the SmartTrunk Interface or Port.

(C)
|
(C)

1.8.2 Customers who are moving service locations and require Overlapping Service will receive a one-time credit of \$3,500 per SmartTrunk Interface being moved, subject to the following conditions:

(C)
(C)

A. One or more SmartTrunk Interface(s) must be ordered at the new location, at prevailing Tariffed Month-to-Month Service rates (see Paragraph 2.7 of this tariff), including applicable non-recurring Installation charges.

PUBLIC UTILITY COMMISSION OF TEXAS
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D40114 NC RFI 1-10-1

JUN 30 2011
CONTROL # 39546
TARIFF CLERK

President - Texas
AT&T Texas
Dallas, Texas
Issued: July 14, 2008
Effective: July 15, 2008

INTEGRATED SERVICES TARIFF
Section: 2
Sheet: 8
Revision: 7
Replacing: 6

PRIMARY RATE ISDN: SMARTTRUNK[®] SERVICE

1. General (cont'd)

1.7 Special SmartTrunk Service Requests (cont'd)

1.7.5 (cont'd)

D. In cases B and C preceding, when the customer's normal serving office becomes SmartTrunk equipped, the SmartTrunk Service will continue to be provided from their original SmartTrunk serving office. If the customer specifically requests SmartTrunk Service be provisioned from his normal serving office, the provisions and charges specified in this tariff section for moves (Paragraph 1.8) and disconnects (Paragraph 2.3) will apply. The Company may request that the customer, at the customer's option, have the customer's SmartTrunk Service provided from the customer's normal serving office and, in conjunction therewith, may offer to waive move and/or disconnect charges. (T)

1.7.6 If a customer requests SmartTrunk Service to be provisioned from an office other than the SmartTrunk serving office designated by the Company, and if agreed to by the Company, SmartTrunk service may be extended to central offices within the same Local Access Transport Area (LATA) through the application of a SmartTrunk Interface, and MegaLink III - Wideband Digital Service 1.544 mbps Interoffice Channel Mileage (see Digital Link Service Tariff, Section 4, Paragraph 4.2), DS3 Service, or other suitable Company services. This arrangement is only available within areas where the Company is the incumbent. (C)
(C)

1.8 Moves

1.8.1 Customer moves of the SmartTrunk Interface or Port do not constitute a disconnection of service, provided the service is not interrupted. Installation Charges in this section of the tariff and Service Connection Charges pursuant to Section 27 of the General Exchange Tariff will apply for all customer moves of the SmartTrunk Interface or Port.

1.8.2 Customers who are moving service locations and require overlapping SmartTrunk service at the current and new locations, and who are currently subscribing to SmartTrunk Interface service on a 24-Month or greater Service Term contract which has a minimum of 12 months remaining on the Service Term, will receive a one-time credit of \$3,500 per SmartTrunk Interface being moved. Details follow:

A. One or more SmartTrunk Interface(s) must be ordered at the new location, at prevailing Tariffed Month-to-Month Service rates (see Paragraph 2.7 of this tariff), including applicable non-recurring Installation charges.

PUBLIC UTILITY COMMISSION OF TEXAS
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JUL 14 2008
35878

D40114 NC RFI 1-10-2

CONTRACT
TARIFF CLERK

12

President - Texas
AT&T Texas
Dallas, Texas
Issued: July 30, 2007
Effective: July 31, 2007

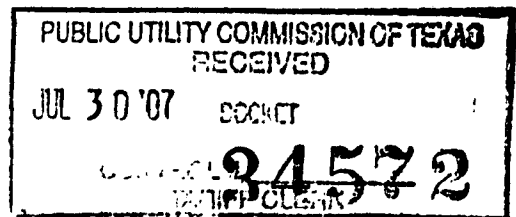
INTEGRATED SERVICES TARIFF
Section: 2
Sheet: 8.1
Revision: Original

PRIMARY RATE ISDN: SMARTTRUNK® SERVICE

1. General (cont'd)

1.8 Moves (cont'd)

1.8.2 (cont'd)



- B. Upon moving the service from the current location (the "Replaced Service") to the new location (the "New Service"), the Service Term contract for the Replaced Service will be transferred to the New Service, and will not otherwise be affected by the move. The New Service will take the place of the Replaced Service, which will be disconnected at the time of the move.
- C. The one-time credit will be placed on the account at the time the disconnect order is issued for the Replaced Service.
- D. If additional SmartTrunk Interface(s) are being moved which do not require overlapping service (i.e. Flash Cut), Installation Charges will apply (see Paragraph 1.8.1). The one-time credit stated above does not apply to Flash Cuts.
- E. This credit is not applicable to SmartTrunk Ports.
- F. This credit is available only where suitable facilities and equipment permit.
- G. In the event of early termination of this service, the customer will be liable for any and all termination charges as set forth in this and other applicable tariffs.

1.9 Supersedures

Customers may transfer SmartTrunk Service to a new customer at the same premises upon written concurrence of the Company. The new customer will incur Service Ordering Charges under Section 27 of the General Exchange Tariff. In addition, the new customer shall assume the previous customer's SmartTrunk Service indebtedness.

1.10 Suspension of Service

1.10.1 Suspension of Service - Initiated by the Company; General Exchange Tariff, Section 31, Paras. 1 and 2. When service is suspended by the Company, the restoration charge applies per B Channel.

Suspension of Service - Initiated by the Customer (Vacation Service); General Exchange Tariff, Section 31, Paras. 3 and 4. Vacation Service is not offered for SmartTrunk Service.

(M)

(M)

PRIMARY RATE ISDN: SMARTTRUNK® SERVICE

1. General (cont'd)

1.8 Moves (cont'd)

1.8.2 (cont'd)

- B. Upon moving the Replaced Service from the current location to the New Service location, the Service Term contract for the Replaced Service will be transferred to the New Service, and will not otherwise be affected by the move. The New Service will take the place of the Replaced Service, which will be disconnected at the time of the move. (T)
(T)
- C. The New Service location must be anywhere the Company provides SmartTrunk service pursuant to this tariff. (N)
- D. The Move and subsequent disconnection of the Replaced Service must be completed within ninety (90) days of the New Service install date, or prior to the expiration of the current contract term, whichever occurs first. (N)
- E. The one-time credit will be placed on the account at the time the disconnect order is issued for the Replaced Service. (T)
- F. Installation Charges will apply (see Paragraph 1.8.1) to SmartTrunk Interface(s) being moved as a Flash Cut. The one-time credit stated above does not apply to Flash Cuts. (T)
(T)
- G. Any optional features and functions from the Replaced Service that are not re-established with the New Service at the time of the installation will be subject to applicable Termination Charges. (N)
- H. Any additions of optional features and functions made to the New Service under an existing contract that is retained will be treated as coterminous additions under the terms and conditions of that contract.
- I. Any quantities of SmartTrunk Interfaces in excess of the current quantity of the Replaced Service will be treated as new installations. (N)
- J. This credit is not applicable to SmartTrunk Ports. (T)
- K. This credit is available only where suitable facilities and equipment permit. (T)
- L. In the event of early termination of this service, the customer will be liable for any and all termination charges as set forth in this and other applicable tariffs. (T)

PUBLIC UTILITY COMMISSION OF TEXAS
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D40114 NC RFI 1-10-4

JUN 30 2011

CONTROL

30546

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