



March 31, 2008  
*Via Overnight Delivery*

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Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43226-0573

**RE: SNET America, Inc. d/b/a AT&T Long Distance East**  
**Case No. 08-0326-TP-ATA**

Dear Ms. Jenkins:

Enclosed for filing please find the original and ten (10) copies of the detariffing package filed on behalf of SNET America, Inc. d/b/a AT&T Long Distance East. The company respectfully requests and effective date of April 2, 2008.

Please acknowledge receipt of this filing by returning, date-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope that is provided for this purpose.

Any questions you may have pertaining to this application should be directed to my attention at (407) 740-8575 or via email at [tforte@tminc.com](mailto:tforte@tminc.com).

Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte  
Consultant to SNET America, Inc. d/b/a AT&T Long Distance East

Enclosures

*TMF/rg*

cc: Art Paquette – SNET  
file: SNET - OH  
tms: OHi0801

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
**(Effective: 10/01/2007 through 04/01/2008)**

In the Matter of the Application of	)	TRF Docket	90	-		TP	-	TRF
SNET America, Inc. d/b/a AT&T Long Distance East	)	Case No.	08	-	326	TP	-	ATA
To Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD	)	NOTE: Unless you have reserved a Case No. leave the "Case No" fields BLANK						

Name of Registrant(s)	SNET America, Inc.		
DBA(s) of Registrant(s)	d/b/a AT&T Long Distance East		
Address of Registrant(s)	310 Orange Street, New Haven, Connecticut 06510		
Company Web Address	www.att.com		
Regulatory Contact Person(s)	Arthur Paquette	Phone	203-771-5911 Fax 203-865-2035
Regulatory Contact Person's Email Address	ap1498@att.com		
Contact Person for Annual Report Address (if different from above)	Arthur Paquette	Phone	203-771-5911 Fax 203-865-2035
Consumer Contact Information Address (if different from above)	Daphne Cobb	Phone	800-808-7638

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit E has been sent to Customers.

**Part III. – Attestation**

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

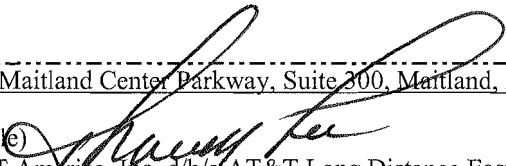
**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I, Thomas M. Forte, am an officer/agent of the applicant corporation, SNET America, Inc. d/b/a AT&T Long Distance East and am authorized to make this statement on its behalf. 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) March 31, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751

\*(Signature and Title) 

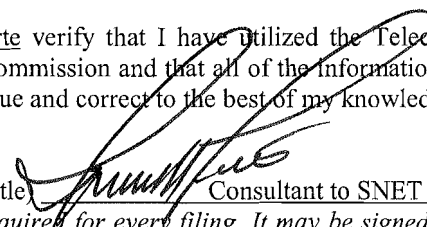
Consultant to SNET America, Inc. d/b/a AT&T Long Distance East (Date)

March 31, 2008

- *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, Thomas M. Forte verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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)  Consultant to SNET America, Inc. d/b/a AT&T Long Distance East (Date) March 28, 2008

*\*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***

SNET AMERICA, INC. D/B/A AT&T LONG DISTANCE EAST

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

Regulations and Rates  
of  
SNET America, Inc. d/b/a AT&T Long Distance East  
90 - 6360- CT - TRF

RESALE TELECOMMUNICATIONS SERVICES

Competitive Telecommunications Services  
Calling Card

Page Ref.  
27

This tariff includes the rates, charges, terms and conditions of service for the provision of switched resale intrastate telecommunications services to business and residence customers by SNET America, Inc. d/b/a AT&T Long Distance East ("AT&T LD East") between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of SNET America, Inc. d/b/a AT&T Long Distance East, located at 310 Orange Street, New Haven, Connecticut 06510.

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Issued: September 15, 2006

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Christopher H. Deimel, Secretary  
310 Orange Street  
New Haven, Connecticut 06510

Case No. 06-1132-TP-ACE

OH0601

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - Indicates Pages included in this filing.

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate and interstate long distance public telecommunications services furnished within the State of Ohio by SNET America, Inc. d/b/a AT&T Long Distance East subject to the jurisdiction of the Ohio Public Utilities Commission.

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) – To signify a changed listing, rule or condition which may affect rates or charges.
- (D) – To signify a discontinued rate or regulation.
- (I) – To signify an increase in rate or charge.
- (L) – To signify material relocated from one page to another without change.
- (N) – To signify a new rate or regulation.
- (R) – To signify a reduced rate or charge.
- (T) – To signify a change or regulation but no change in rate or charge.
- (X) – To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(I)
  - 2.1.1(A)(1)(a)(I)(i)
  - 2.1.1(A)(1)(a)(I)(i)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a AT&T LD East' designated switching center or point-of-presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

**AT&T LD East** - Used throughout this tariff to refer to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company or Carrier** - Refers to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid calling card or credit card.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**End User** - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Equal Access** - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

**LEC** - Local Exchange Company.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access** - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of SNET America, Inc. d/b/a AT&T Long Distance East**

SNET America, Inc. d/b/a AT&T LD East services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this tariff.

AT&T LD East installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this rate sheet. AT&T LD East may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the AT&T LD East network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** In compliance with MTSS Rule 17, Right to Discontinue or Limit Service, AT&T LD East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by AT&T LD East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.5 Liability**

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed an amount equivalent to the proportionate charge to the Customer as described in Section 2.12, for the period during which the faults in transmission occur.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability, (Cont'd.)**

- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (B) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - (C) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.
- 2.5.8** The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clauses(s).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service**

**2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (B) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s);
- (D) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service, (Cont'd)**

**2.6.2 Payment for Service**

- (A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be reported to the Company or its billing agent.
- (B) Disputes with respect to charges must be presented to the Company either in writing or verbally. Disputes can be reported to the Company at SNET America, Inc. d/b/a AT&T Long Distance East, 310 Orange Street, New Haven, Connecticut 06510 or via toll free telephone number 1-800-808-7638. Customers may also contact the Public Utilities Commission of Ohio at the following address to report billing disputes:  
  

Public Utilities Commission of Ohio  
Public Interest Center  
180 East Broad Street  
Columbus, OH 43215  
Toll Free: 800-686-7826
- (C) Bills and Billing Practice will be in accordance with MTSS Rule 4901:1-5-15.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.3 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Ohio state law.

**2.6.4 Insufficient Funds Charge**

An insufficient funds charge of \$20.00 will be assessed for checks returned for insufficient funds, or for credit card payments that are not accepted, or for any Customer checking account debit transactions that are not cleared by the bank. Any applicable insufficient funds charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company and/or bank) and pursuant to Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. AT&T LD East will allow Customer's to establish credit through any means provided by OAC 4901:1-5 or OAC 4901:1-17.

**2.8 Deposits and Advanced Payments**

**2.8.1 Deposits**

The Company does not require deposits for service.

**2.8.2 Advance Payments**

The Company does not require advance payments for service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of AT&T LD East's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.10 Interconnection**

**2.10.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.10.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

**2.10.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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Issued: September 15, 2006

Effective: October 16, 2006

Issued by:

Christopher H. Deimel, Secretary  
310 Orange Street  
New Haven, Connecticut 06510

Case No. 06-1132-TP-ACE

OHi0601

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Inspection, Testing and Adjustment**

- 2.11.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.11.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Credit Allowances for Interruption of Service**

- 2.12.1** Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. No credit is issued for outages less than two hours in duration.
- 2.12.2** It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by the Customer and connected to the Company's terminal.
- 2.12.3** Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using a long distance service via LEC access.
- 2.12.4** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cancellation by the Customer**

The Customer may have service discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer.

Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Denial or Disconnection of Toll Service**

The Company expressly retains the right to deny access to or disconnect service without incurring any liability in compliance with MTSS Rule 4901:1-5-17 in the following situations.

- 2.14.1** The Company will abide by Rule 4901:1-5-17(B) for the conditions under which toll service can be disconnected for nonpayment
- 2.14.2** The Company will abide by Rules 4901:1-5-17(D) and (E) for the conditions under which a subscriber can be disconnected with notice in cases not involving nonpayment.
- 2.14.3** The Company will abide by Rule 4901:1-5-17(G) for the conditions under which a subscriber can be disconnected without notice in cases not involving nonpayment.
- 2.14.4** The Company will abide by Rule 4901:1-5-17(K) for the payment schedule and disconnection procedures for nonpayment.
- 2.14.4** The Company will abide by Rule 4901:1-5-17(M) for the procedures that must be followed for the reconnection of toll service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Public Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:	\$0.00
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New Haven, Connecticut 06510

Case No. 06-1132-TP-ACE

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.1 General**

SNET America, Inc. d/b/a AT&T Long Distance East provides long distance service to Customers for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.2 Timing of Calls**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 3 of this tariff are subject to the following time-of-day and day-of-week rate periods:

- 3.2.1** Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.2.2** Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.2.3** Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES****3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Telcordia's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.4 Holidays**

For Company observed holidays, the Evening rate applies to the holidays listed below unless a lower rate period is in effect:

New Year's Day\*\*  
Independence Day\*\*  
Labor Day\*  
Thanksgiving Day\*  
Christmas Day\*\*

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Calling Card**

The Company offers Calling Card service from anywhere in Ohio. The Customer shall access the network by dialing the Company's universal access 800 number to complete direct dialed operator assisted calls. Per minute usage charges and fixed service charges per call apply. Calls are billed in one minute increments. The minimum call duration is one minute.

**3.5.1 Rates and Charges****(A) Usage Rates Per Minute**

	<u>Initial Minute</u>	<u>Each Additional Minute</u>
Day	\$0.3500	\$0.3500
Evening	\$0.3500	\$0.3500
Night/Weekend	\$0.3500	\$0.3500

**(B) Service Charge, Per Call**

<u>Call Type</u>	<u>Fully Automated</u>	<u>Operator Dialed</u>	<u>Operator Assisted</u>
Calling Card Surcharge	\$1.25	\$2.95	\$1.95
<u>Operator Station:</u>			
Collect	\$2.50	\$2.50	\$2.50
Third Party	\$2.50	\$2.50	\$2.50
Person to Person	N/A	\$4.80	\$4.80

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**SECTION 4 – MISCELLANEOUS SERVICES****4.1 Directory Assistance**

Directory Assistance is available to Customers of AT&T LD East's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call	\$1.25
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**SECTION 5 - PROMOTIONS****5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.

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Case No. 06-1132-TP-ACE

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SNET AMERICA, INC. D/B/A AT&T LONG DISTANCE EAST

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

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This Ohio Tariff No. 2, issued by SNET America, Inc. d/b/a AT&T Long Distance East, cancels and replaces Ohio Tariff No. 1, issued by SNET America, Inc. d/b/a AT&T Long Distance East.

**Regulations and Rates**

of

**SNET America, Inc. d/b/a AT&T Long Distance East**

This Tariff describes the Company's Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.att.com/gen/public-affairs?pid=3273](http://www.att.com/gen/public-affairs?pid=3273)

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Christopher H. Deimel, Secretary  
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New Haven, Connecticut 06510

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*			
4	Original	*			
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - Indicates Pages included in this filing.

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### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.att.com/gen/public-affairs?pid=3273](http://www.att.com/gen/public-affairs?pid=3273)

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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### EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) – To signify a changed listing, rule or condition which may affect rates or charges.
- (D) – To signify a discontinued rate or regulation.
- (I) – To signify an increase in rate or charge.
- (L) – To signify material relocated from one page to another without change.
- (N) – To signify a new rate or regulation.
- (R) – To signify a reduced rate or charge.
- (T) – To signify a change or regulation but no change in rate or charge.
- (X) – To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(I)
  - 2.1.1(A)(1)(a)(I)(i)
  - 2.1.1(A)(1)(a)(I)(i)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a AT&T LD East' designated switching center or point-of-presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

**AT&T LD East** - Used throughout this tariff to refer to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company or Carrier** - Refers to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid calling card or credit card.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**End User** - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Equal Access** - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

**LEC** - Local Exchange Company.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access** - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of SNET America, Inc. d/b/a AT&T Long Distance East

SNET America, Inc. d/b/a AT&T LD East services and facilities are furnished for communications originating at specified points within the State of Ohio under terms of this tariff.

AT&T LD East installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this rate sheet. AT&T LD East may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the AT&T LD East network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Use

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** In compliance with MTSS Rule 17, Right to Discontinue or Limit Service, AT&T LD East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by AT&T LD East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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310 Orange Street  
New Haven, Connecticut 06510

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.5 Liability**

**2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed an amount equivalent to the proportionate charge to the Customer as described in Section 2.12, for the period during which the faults in transmission occur.

**2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.

**2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

**2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability, (Cont'd.)**

- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (B) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - (C) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.
- 2.5.8** The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clauses(s).
- 2.5.9** Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service**

**2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (B) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s);
- (D) any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.



## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.6 Billing and Payment for Service, (Cont'd)

#### 2.6.2 Payment for Service

(A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be reported to the Company or its billing agent.

(B) Disputes with respect to charges must be presented to the Company either in writing or verbally. Disputes can be reported to the Company at SNET America, Inc. d/b/a AT&T Long Distance East, 310 Orange Street, New Haven, Connecticut 06510 or via toll free telephone number 1-800-808-7638. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utility Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 800-686-7826  
TTY Toll Free Telephone: 800-686-1570  
From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org)

(C) Bills and Billing Practice will be in accordance with MTSS Rule 4901:1-5-15.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.3 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Ohio state law.

**2.6.4 Insufficient Funds Charge**

An insufficient funds charge of \$20.00 will be assessed for checks returned for insufficient funds, or for credit card payments that are not accepted, or for any Customer checking account debit transactions that are not cleared by the bank. Any applicable insufficient funds charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company and/or bank) and pursuant to Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. AT&T LD East will allow Customer's to establish credit through any means provided by OAC 4901:1-5 or OAC 4901:1-17.

**2.8 Deposits and Advanced Payments**

**2.8.1 Deposits**

The Company does not require deposits for service.

**2.8.2 Advance Payments**

The Company does not require advance payments for service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of AT&T LD East's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.10 Interconnection**

- 2.10.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.10.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.10.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Inspection, Testing and Adjustment**

**2.11.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.11.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Credit Allowances for Interruption of Service**

- 2.12.1** Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. No credit is issued for outages less than two hours in duration.
- 2.12.2** It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any furnished by the Customer and connected to the Company's terminal.
- 2.12.3** Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using a long distance service via LEC access.
- 2.12.4** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cancellation by the Customer**

The Customer may have service discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer.

Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Denial or Disconnection of Toll Service**

The Company expressly retains the right to deny access to or disconnect service without incurring any liability in compliance with MTSS Rule 4901:1-5-17 in the following situations.

**2.14.1** The Company will abide by Rule 4901:1-5-17(B) for the conditions under which toll service can be disconnected for nonpayment

**2.14.2** The Company will abide by Rules 4901:1-5-17(D) and (E) for the conditions under which a subscriber can be disconnected with notice in cases not involving nonpayment.

**2.14.3** The Company will abide by Rule 4901:1-5-17(G) for the conditions under which a subscriber can be disconnected without notice in cases not involving nonpayment.

**2.14.4** The Company will abide by Rule 4901:1-5-17(K) for the payment schedule and disconnection procedures for nonpayment.

**2.14.4** The Company will abide by Rule 4901:1-5-17(M) for the procedures that must be followed for the reconnection of toll service.

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### **SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

#### **3.1 General**

SNET America, Inc. d/b/a AT&T Long Distance East provides long distance service to Customers for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES**

**3.2 Timing of Calls**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 3 of this tariff are subject to the following time-of-day and day-of-week rate periods:

- 3.2.1** Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.2.2** Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.2.3** Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES****3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Telcordia's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

### SECTION 3 - DESCRIPTION OF SERVICES AND RATES

#### 3.4 Holidays

For Company observed holidays, the Evening rate applies to the holidays listed below unless a lower rate period is in effect:

New Year's Day\*\*  
Independence Day\*\*  
Labor Day\*  
Thanksgiving Day\*  
Christmas Day\*\*

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 4 – MISCELLANEOUS SERVICES****4.1 Directory Assistance**

Directory Assistance is available to Customers of AT&T LD East's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call	\$1.25
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## SECTION 5 - PROMOTIONS

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

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SNET AMERICA, INC. D/B/A AT&T LONG DISTANCE EAST

EXHIBIT C

SUMMARY OF CHANGES

## Exhibit C

SNET America, Inc. d/b/a AT&T Long Distance East

### Narrative of Tariff Changes

P.U.C. Tariff No. 2 replaces P.U.C Tariff No. 1 in its entirety. The following pages have been deleted in P.U.C. Tariff No. 1 and are being posted on the Company's web site of [www.att.com/gen/public-affairs?pid=3273](http://www.att.com/gen/public-affairs?pid=3273).

<u>Section</u>	<u>Pages affected</u>	<u>Changes</u>
2	22	Deletes Public Pay Telephone Surcharge
3	27	Deletes Calling Card Service
6	30	Deletes Contract Services



SNET AMERICA, INC. D/B/A AT&T LONG DISTANCE EAST

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR  
DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for SNET America, Inc. d/b/a AT&T Long Distance East can be located on the Company's website [www.att.com/gen/public-affairs?pid=3273](http://www.att.com/gen/public-affairs?pid=3273). Copies may also be obtained at the Company's main office at 310 Orange Street, New Haven, Connecticut 06510.

SNET AMERICA, INC. D/B/A AT&T LONG DISTANCE EAST

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

## CUSTOMER NOTICE AFFIDAVIT

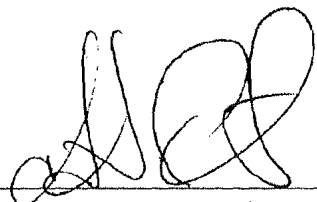
STATE OF: CONNECTICUT

COUNTY OF: NEW HAVEN

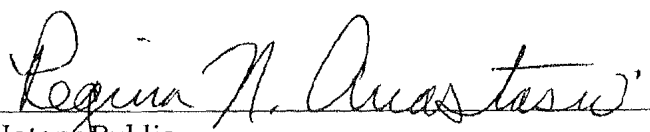
### AFFIDAVIT

I, Arthur Paquette, am an authorized agent of the applicant corporation, SNET America, Inc. d/b/a AT&T Long Distance East, and am authorized to make this statement on its behalf. I attest that the Applicant does not have any customers in the state of Ohio as of April 1, 2008. Therefore there is no Customer Notice for filing with the Commission. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/31/08, New Haven, Connecticut  
(Date) (Location)

/s/  3/31/2008  
(Arthur Paquette- Manager Regulatory Compliance)

Subscribed and sworn to before me this 3/31/2008  
(Date)

  
Notary Public  
My Commission Expires: REGINA N. ANASTASIO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 2010

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/31/2008 11:20:06 AM**

**in**

**Case No(s). 08-0326-TP-ATA**

Summary: Application Detariffin Application for SNET America, Inc. d/b/a AT&T Long Distance East in Case No. 08-0326-TP-ATA. electronically filed by Mr. Thomas M Forte on behalf of SNET America, Inc.