# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of SBC Long Distance, LLC	TRF Docket No. 9	0	
dba AT&T Long Distance to detariff services and make other ) changes related to the Implementation of Case No. 10-1010- ) TP-ORD )	Case No. 11-4815 - TP - ATA  NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.		
Name of Registrant(s) <u>SBC Long Distance</u> , <u>LLC</u>			
DBA(s) of Registrant(s) AT&T Long Distance			
Address of Registrant(s) 280 South AkardStreet, Dallas Texas 75202			
Company Web Address <a href="http://www.att.com/servicepublication">http://www.att.com/servicepublication</a>			
Regulatory Contact Person(s) <u>Donna M., Daniele</u>	Phone <u>2095</u> :	512571 Fax	2095518580
Regulatory Contact Person's Email Address dg1612@att.com			
Contact Person for Annual Report Mark Hepburn		Pho	ne <u>2102468041</u>
Address (if different from above) 1010 N. Saint Mary's Street, Dallas,	Texas 78215		
Consumer Contact Information		Pho	ne
Address (if different from above)			
Part I – Tariffs			
Please indicate the Carrier Type and the reason for submitti	ng this form by ch	ecking the boxe	s below.
NOTE: All cases are ATA process cases, tariffs are effective the	•	_	
Commission acts to suspend.		33	
<u>Carrier Type</u>	☐ ILEC	☐ CLEC	☐ CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services			Х

# Part II - Exhibits

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

Other changes required by Chapter 4901:1-6

(Describe in detail in Exhibit C)

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
X	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule
		4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C 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

I am an officer/agent of the applicant corporation, AT&T Long Distance (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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 August 19, 2011

at Modesto, California

\*(Signature and Title) /s/ Donna M,. Daniele

(Date) August 19, 2011

• 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, Donna M. Daniele

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) /s/ Donna M,. Daniele

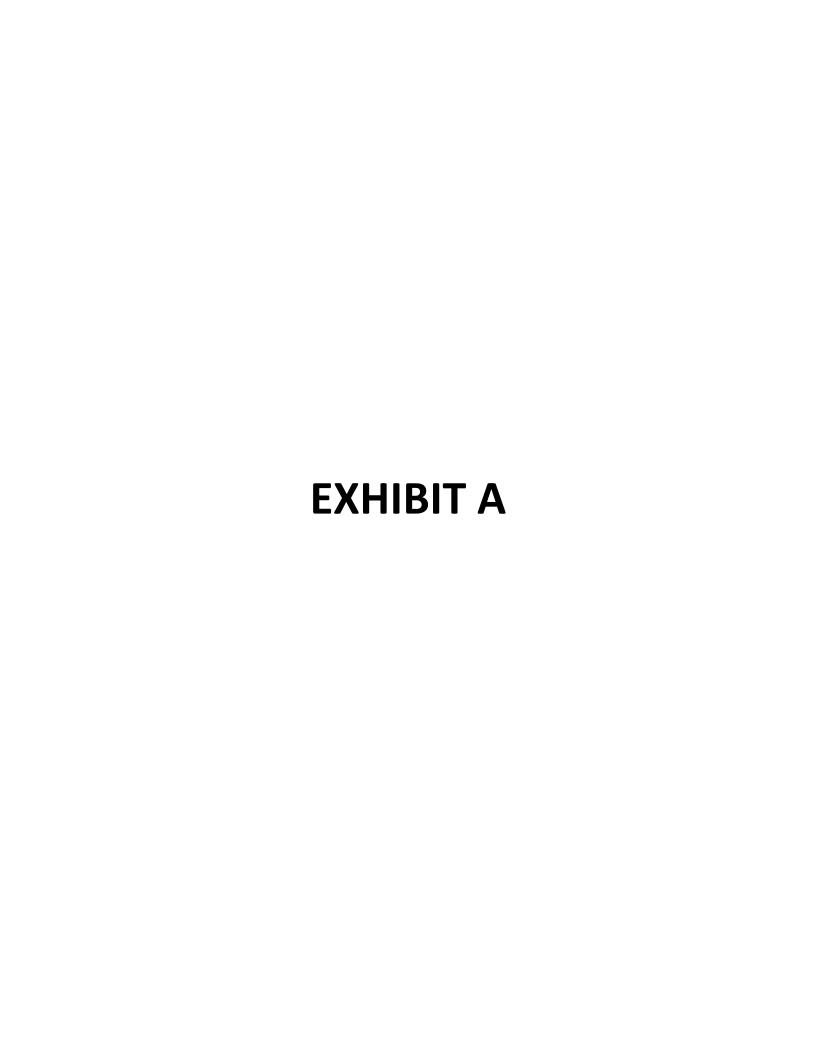
(Date) August 19, 2011

\*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

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



# PUCO No. 9

SBC LONG DISTANCE, LLC

d/b/a SBC LONG DISTANCE d/b/a AT&T LONG DISTANCE

# REGULATIONS AND SCHEDULE OF CHARGES FOR

COMPETITIVE INTEREXCHANGE

TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF OHIO

PUCO No. 9 replaces in its entirety PUCO No. 7 and PUCO No. 8 currently on file with the Commission.

#### **CHECK PAGE**

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. 1st Revised and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page
2	1st Revised Page*
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	1 <sup>st</sup> Revised Page*
8	Original Page
9	Original Page
10	1st Revised Page*
11	Original Page

<sup>\*</sup> New or revised current Tariff filing.

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# CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

# None

# **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increase.
- M To signify matter relocated without change.
- N To signify new rate or regulation.
- R To signify reduction.
- S To signify reissued matter.
- T To signify change in text, but no change in rate or regulation.

#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 page version on file with the Commission. For example, the 1<sup>st</sup> Revised page 14 cancels the Original page 14.
- C. Paragraph Numbering Sequence There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1 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 (1)
- D. Check Pages When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

#### SECTION 1 - TARIFF SERVICES

# 1.1 Tariff Services

This Tariff contains rates and services currently available to customers under tariff in the state of Ohio from SBC Long Distance, LLC, with principal offices located at 5130 Hacienda, 3<sup>rd</sup> Floor, South, Dublin, California 94568.

# 1.2 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

Rules and regulations and descriptions of products and services not covered by this tariff, available to Ohio customers, may be found in the SBC Long Distance, LLC, Voice Product and Reference Guidebook located at <a href="http://www.att.com/gen/public-affairs?pid=320">http://www.att.com/gen/public-affairs?pid=320</a> and in the SBC Long Distance, LLC Data Product and Reference Guidebook located at <a href="http://www.att.com/gen/public-affairs?pid=319">http://www.att.com/gen/public-affairs?pid=319</a>. For questions or information, you may contact your representative at the toll free number on your telephone bill, as indicated above, or write to the Company at:

SBC Long Distance, LLC 5130 Hacienda Dr., 3<sup>rd</sup> Floor, South Dublin, CA 94568 Attn: Regulatory Department

1.3 Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5) (MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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#### SECTION 2 – DEFINITIONS AND ABBREVIATIONS

**AOS:** Alternative Operator Services. Those services provided by the provider in which the Customer and End User are totally separate entities. The Company contracts with the Customer to provide the AOS; however, the provider does not directly contract with the End User who actually pays for the processing of the operator-assisted calls. AOS includes Inmate Service.

**Commission:** The Public Utilities Commission of Ohio or any succeeding agency.

Company: SBC Long Distance, LLC d/b/a SBC Long Distance, AT&T Long Distance

**Credit Card:** Visa<sup>®</sup>, MasterCard<sup>®</sup>, or other Credit Cards issued by other companies the Company may accept.

**Customer:** A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

MTS: Message Telecommunications Service.

#### **SECTION 3 RULES**

# 3.1 Billing Arrangements/Late Payment

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least fourteen days after the post mark on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check which should be made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. A one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Late payment charges will be applied without discrimination.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on seven (7) days' written notice to last know address/contact, and the Customer shall be responsible for any and all early termination fees. Early termination fees do not apply to Customers subscribing to Service on a month-to-month basis.

#### 3.2 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45. The current charge may be found in Section 4.3 below.

#### **SECTION 3 RULES**

# 3.3 Customer Deposits

Applicants for service may be required to make a deposit to be held by Company as a guarantee of payment for Service provided by the Company. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect and administer toll deposits pursuant to 4901:1-5-05; 4901:1-17-05; 4901:1-17-06; and 4901:1-17-07 of the Ohio Administrative Code as applicable to toll service providers.

The Company will collect and administer toll deposits pursuant to 4901:1-5-13(B)(2)(a) "the individual service history method", 4901:1-5-14, 4901:1-17-05, 4901:1-17-06, and 4901:1-17-07 of the Ohio Administrative Code applicable to toll service providers. The deposit shall not exceed 230% of the estimate. Pursuant to Rule 4901:1-5-14 of the Ohio Administrative Code, the Company will allow for residential service guarantors in lieu of a deposit.

#### SECTION 4 – RATES AND CHARGES

# 4.1 Outbound Services-Switched Access

4.1.1 MTS Rates for Persons with Communication Disabilities and for Calls Placed Through Telecommunication Relay Service

Initial Per		Each Additional	
Minute Rate		Minute	
Peak	Off-Peak	Peak	Off-Peak
\$0.1620	\$0.0510	\$0.1620	\$0.0510

#### 4.2 Inmate Service

These rates apply to the provision of AOS from secured inmate facilities. The usage rate is \$0.35 per minute. The per call service charge is \$2.50.

# 4.3 Return Check Charge

The return check charge is \$25.00.

# 4.4 PIC Change Rebate

If local telephone company is requested to change the subscriber's PIC from one long distance service provider to another long distance service provider, the local telephone company may charge the Customer for the PIC change. If a Customer incurs such a charge from its local telephone company for changing the PIC to the Company, the Company will rebate that charge to the Customer. The rebate will be in the form of a credit on the Customer's bill. The credit will appear within two (2) billing cycles after the Customer provides the Company proof that the local telephone company billed the Customer for the PIC change.

Issued: March 31, 2008 Effective April 1, 2008

#### **EXHIBIT C**

SBC Long Distance, LLC, d/b/a AT&T Long Distance ("applicant") files this application pursuant to the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD in order to remove from the Commission's records its remaining tariff sheets that were issued March 31, 2008 and which became effective on April 1, 2008 (See Exhibit A).

The applicant has conferred with the Commission Staff and a consensus was reached that no customer notice is required in connection with this filing. The applicant filed a detariffing application on March 31, 2008 in Case No. 08-382-TP-ATA pursuant to the Commission's September 19, 2007 Entry in Case No. 06-1345-TP-ORD. That filing accomplished the detariffing of all of the applicant's services at that time and customers were so noticed. The customer notices dated February 20, 2008 accompanying that application are attached.

Since no additional services remain in the tariff and since the service guides where details regarding the services AT&T Long Distance currently offers have been available and used by customers since April 2008, no additional customer notice is necessary and none is being given. In addition, because there will be no remaining tariff pages, there is no Exhibit B to this application.

Dear Valued AT&T Customer,

you are provided by SBC Long Distance, LLC, doing business as AT&T Long Distance (AT&T LD) will no longer be on file at the Public Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for intrastate long-distance services that Utilities Commission of Ohio (PUCO) This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently in the Voice Product Reference and Pricing Guidebook located on the web at http://www.att.com/gen/public-affairs?pid=320 or you conditions, and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings can request a copy of this information by calling the toll free number on your billing statement or writing to the address on your subscribe. AT&T LD must still provide a customer notice at least 15 days in advance of rate increases, changes in terms and

and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, Since long-distance services will no longer be on file with the PUCO, this means that the agreement reached between the customer whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

billing statement or visit us at att.com. You may also visit the consumer information page on the PUCO's website at puco obio gov If you have any questions about this matter, please call your AT&T Sales Representative or AT&T toll-free at the number on your for further information.

Thank you for choosing AT&T.

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#### Salutation:

Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for telecommunication services provided by AT&T Long Distance will no longer be on file at the Public Utilities Commission of Ohio (PUCO). These services include all in-state long-distance services and usage.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T Long Distance must still provide a customer with notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings in a service guide available online at <a href="http://www.att.com/gen/public-affairs?pid=320">http://www.att.com/gen/public-affairs?pid=320</a> or you can request a copy of this information by calling the toll free number on your billing statement.

As these services will no longer be on file with the PUCO, the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please call the toll free number on your billing statement or visit us at <a href="http://www.att.com/gen/public-affairs?pid=320">http://www.att.com/gen/public-affairs?pid=320</a>.

Thank you for choosing AT&T Long Distance

Date:

Dear AT&T Long Distance Customer:

As of April 1, 2008, AT&T Long Distance, will provide Ohio long distance telecommunications services via contract rather than through a tariff filed with the Public Utilities Commission of Ohio (PUCO). This applies to all business voice long distance services and usage.

This modification, or detariffing, of those services provided by AT&T Long Distance, does not automatically result in a change to the prices, terms, or conditions of those services to which you currently subscribe. The terms, conditions, and charges that apply to all detariffed AT&T Long Distance services for customers that do not have a written, customer-specific contract with AT&T Long Distance are now governed by the AT&T Business Service Agreement. A copy is attached. AT&T Long Distance Customers can find their terms and conditions in the Service Guide which can be viewed at the AT&T web site: <a href="http://www.att.com/gen/public-affairs?pid=320">http://www.att.com/gen/public-affairs?pid=320</a> beginning April 1, 2008. If you do not have access to the Internet, please contact your AT&T Sales Representative or call the toll free number on your billing statement.

Important limitations of liability apply as set forth in the AT&T Business Service Agreement, including: AT&T Long Distance will not be liable for any indirect or consequential damages (such as your lost profits or other economic loss); and AT&T Long Distance's liability is limited to proven direct damages not to exceed, during any twelve (12) month period, an amount equal to the total net payments you made to AT&T Long Distance for your affected service during the one (1) month preceding the month in which the damage occurred. You accept the terms of the AT&T Business Service Agreement by continuing to use any AT&T Long Distance business services not covered under Ohio state tariffs. A copy is attached. If you want to discontinue your AT&T Long Distance service you may do so by notifying AT&T using the toll free number on your bill or contacting your AT&T Sales Representative.

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at http://www.att.com/serviceguide/business. Price changes will be posted at this AT&T web site before they apply to your bill and you will receive notice 15 days prior to changes through direct mail and or bill messaging. These detariffed services remain subject to consumer protections required and enforced by the PUCO.

Customers with AT&T Long Distance business telecommunications services currently under contract will continue to be governed by their contract terms and conditions for the term of the existing contract, and no action is required by such customers at this time. For such customers, the Business Service Agreement is provided for informational purposes only.

If you have any questions about this matter, please contact your AT&T Sales Representative, or call the toll free number that can be found on your billing statement.

Thank you for choosing AT&T Long Distance.

Dear Valued Ohio AT&T Long Distance Customer:

As of April 1, 2008, SBC Long Distance, LLC, doing business as AT&T Long Distance, will provide Ohio long distance telecommunications services via contract rather than through a tariff filed with the Public Utilities Commission of Ohio (PUCO).

This modification, or detariffing, of those services provided by AT&T Long Distance, does not automatically result in a change to the prices, terms, or conditions of those services to which you currently subscribe. The terms, conditions, and charges that apply to all detariffed AT&T services for customers that do not have a written, customer-specific contract with AT&T are now governed by the AT&T Business Service Agreement. A copy of the Business Service Agreement is attached. AT&T Long Distance Customers can also find their contract provisions in the Data Product Reference and Pricing Guidebook which can be viewed at the AT&T web site: <a href="http://www.att.com/business/agreement">http://www.att.com/business/agreement</a>. If you do not have access to the Internet, please contact your AT&T Sales Representative or AT&T Customer Care for assistance.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T Long Distance must still provide a customer with notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings in the Data Product Reference and Pricing Guidebook available online at <a href="http://www.att.com/gen/public-affairs?pid=320">http://www.att.com/gen/public-affairs?pid=320</a> or you can request a copy of this information by calling your Account Team or the toll free number on your billing statement.

Important limitations of liability apply as set forth in the AT&T Business Service Agreement, including: AT&T will not be liable for any indirect or consequential damages (such as your lost profits or other economic loss); and AT&T's liability is limited to proven direct damages not to exceed, during any twelve (12) month period, an amount equal to the total net payments you made to AT&T for your affected service during the one (1) month preceding the month in which the damage occurred. You accept the terms of the AT&T Business Service Agreement by continuing to use any AT&T business services not covered under Ohio state tariffs. If you want to discontinue your AT&T Service you may do so by notifying AT&T using the toll free number on your bill or contacting your Account Team.

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <a href="http://www.att.com/serviceguide/business">http://www.att.com/serviceguide/business</a>. Price changes will be posted at this AT&T web site before they apply to your bill and you will receive notice 15 days prior to changes through direct mail and or bill messaging. These detariffed services remain subject to consumer protections required and enforced by the PUCO.

Customers with AT&T Ohio business telecommunications services currently under contract will continue to be governed by their contract terms and conditions for the term of the existing contract, and no action is required by such customers at this time. The Business Service Agreement is for Informational purposes only.

If you have any questions about this matter, please contact your AT&T Account Manager, or call the toll free number that can be found on your billing statement.

Thank you for choosing AT&T.

Sincerely,

AT&T Long Distance