
AT&T Texas

11/24/2008

Table of Contents

**Informational Notice – PLEXAR I and II - Thank You For
Renewing Promotions**

	<u>Page</u>
I. Letter of Notification	2
II. Informational Notice Form	3
III. Attachment A Certificate of Affidavit	4
IV. Attachment B Standard Protective Agreement	5
V. Attachment C Tariff Sheets	7



November 24, 2008

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

Dear Filing Clerk:

Re: **Informational Notice – PLEXAR I and II – Thank You For Renewing Promotions**

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

Acknowledgment and date of receipt of this informational notice are requested. Attached for this purpose is a duplicate letter with attachments. Please call me at (512) 870-1381 if there are any questions regarding this matter.

Sincerely,

Karen Bevill
Area Manager - Rate Administration
(512) 870-1381 - office
(512) 870-1397 - fax

Attachments

cc: Director, *Legal Division*, PUC, (Hand Delivered)
Assistant Director, *Rate Regulation*, PUC, (Hand Delivered)
Public Counsel, *Office of Public Utility Counsel*, (Hand Delivered)

INFORMATIONAL NOTICE

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

- a) **Name of Company:** Southwestern Bell Telephone Company d/b/a AT&T Texas
- b) **PURA chapter under which company operates:** 58 & 65
- c) **Date of submission:** 11/24/2008
- d) **Effective date:** 12/01/2008
- e) **Proposed implementation date:** 12/01/2008
- f) **Certificate of notice:** See Attachment A.
- g) **Type of filing:** This is an Informational Notice for pricing and/or packaging flexibility involving non-basic services pursuant to PURA §65.152 - .153.
- h) **Relevant LRIC study (ies) or LRIC study reference:** The prices in this informational notice comply with PURA §65.153.
- i) **Is the sum of the Total Element Long Run Incremental Cost (TELRIC)-based wholesale prices of components needed for provision of the retail service at or below the retail price set forth in this filing?** Not applicable.
- j) **Is the service available for resale by a competitor?** Yes
- k) **Description of offering's terms and conditions:** This filing contains two "thank you for renewing" promotions: one for PLEXAR-I customers and one for PLEXAR-II customers. Both running from December 1, 2008 through November 30, 2009, for existing customers of these services who renew or convert their service to a 36-, 48-, or 60-month contract term. Eligible customers will receive a one-time bill credit of \$50.00 per station (or ISDN station for PLEXAR-II customers) up to a maximum of \$1550 per contract.
- l) **New and/or revised tariff sheets:** See Attachment C.
- m) **Privacy issues:** None.
- n) **Are all rates, terms, and conditions in this filing compliant with the requirements in P.U.C. SUBST. R. §26.230(c)(3)-(4)?** Yes.

AFFIDAVIT OF KAREN BEVILL

STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the Undersigned Authority, on this 24th day of November, 2008, personally appeared Karen Bevill of Southwestern Bell Telephone Company d/b/a AT&T Texas who, upon being duly sworn, stated as follows:

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

Karen Bevill

Sworn and Subscribed before me this 24th day of November, 2008.

Notary Public in and for the
State of Texas

My Commission expires on: _____

TARIFF CONTROL NO. _____

INFORMATIONAL NOTICE OF	§	
SOUTHWESTERN BELL TELEPHONE	§	PUBLIC UTILITY COMMISSION
COMPANY d/b/a AT&T TEXAS – PLEXAR I &	§	OF TEXAS
II - THANK YOU FOR RENEWING	§	
PROMOTIONS	§	

PROTECTIVE AGREEMENT

This Agreement is entered into between Southwestern Bell Telephone Company d/b/a AT&T Texas and the Office of Regulatory Affairs (hereinafter referred to as “the PUC Staff”) of the Public Utility Commission of Texas or the Office of Public Utility Counsel (hereinafter referred to as “OPC”) on this 24th day of November, 2008.

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

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

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

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

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

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

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

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

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

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

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

TARIFF CHECK SHEET

<u>TARIFF</u>	<u>SECTION</u>	<u>SHEET/REVISION</u>
General Exchange Tariff	5	Index Sheet 3, Revision 5
General Exchange Tariff	5	Original Sheet 176
General Exchange Tariff	5	Original Sheet 177

President - Texas
AT&T Texas
Dallas, Texas
Issued: November 24, 2008
Effective: December 1, 2008

GENERAL EXCHANGE TARIFF
Section: 5
Sheet: Index 3
Revision: 5
Replacing: 4

PLEXAR

Sheet

6. PLEXAR PRICING FLEXIBILITY (cont'd)

6.8	PLEXAR-II Calling Name and Number Delivery Promotion.....	164	
6.9	PLEXAR-I Winback \$50 Bill Credit Promotion.....	165	
6.10	PLEXAR-II Move Nonrecurring Charge Waiver Promotion.....	166	
6.11	PLEXAR-II Nonrecurring Charge Wavier Promotion.....	167	
6.12	PLEXAR-I Renewal Bonus Promotion.....	168	
6.13	PLEXAR-II Renewal Bonus Promotion.....	168	
6.14	PLEXAR-II Move Nonrecurring Charge Waiver Promotion.....	169	
6.15	PLEXAR-II Add-A-Line Promotion.....	170	
6.16	PLEXAR-II Nonrecurring Charge Waiver Promotion.....	171	
6.17	PLEXAR-I Thank You Promotion.....	172	
6.18	PLEXAR-II Thank You Promotion.....	172	
6.19	Nonrecurring Charge PLEXAR-II Promotion.....	173	
6.20	PLEXAR-I Welcoming Rewards Promotion.....	174	
6.21	PLEXAR-II Add-A-Line Waiver Promotion.....	175	
6.22	PLEXAR-I Thank You For Renewing Promotion.....	176	(N)
6.23	PLEXAR-II Thank You For Renewing Promotion.....	177	(N)

PLEXAR

6. PLEXAR Pricing Flexibility (cont'd)

6.22 PLEXAR-I Thank You For Renewing Promotion

Description

Existing PLEXAR-I customers with a contract term Payment Plan, who renew their service with a 36-, 48-, or 60-month contract term, will receive a one-time bill credit of \$50.00 per station, up to a maximum of \$1550 per contract. Promotion eligibility also includes Month-to-Month customers converting to a 36-, 48-, or 60-month contract term. The customer must have 12 months or less on an existing contract or currently be on Month-to-Month rates. The Plexar-I contract must be signed and dated no later than November 30, 2009. The service must be installed by December 31, 2009. Customers participating in this promotion are not eligible for other Plexar promotions unless otherwise specified. Standard Plexar-I termination charges apply for partial or total discontinuance of the service prior to the expiration of the term. This promotion is not available to customers covered under a Customer Specific Pricing (CSP) contract.

This promotion will be offered from December 1, 2008 through November 30, 2009.

PLEXAR

6. PLEXAR Pricing Flexibility (cont'd)

6.23 PLEXAR-II Thank You For Renewing Promotion

Description

Existing PLEXAR-II customers with a contract term Payment Plan, who renew their service with a 36-, 48-, or 60-month contract term, will receive a one-time bill credit of \$50.00 per station or ISDN station, up to a maximum of \$1550 per contract. Promotion eligibility also includes Month-to-Month customers converting to a 36-, 48-, or 60-month contract term. The customer must have 12 months or less on an existing contract or currently be on Month-to-Month rates. The Plexar-II contract must be signed and dated no later than November 30, 2009. The service must be installed by December 31, 2009. Customers participating in this promotion are not eligible for other Plexar promotions unless otherwise specified. Win and Winback customers are eligible to combine the Nonrecurring Charge Plexar-II Promotion (found on Sheet 173) with this promotion. Standard Plexar-II termination charges apply for partial or total discontinuance of the service prior to the expiration of the term. This promotion is not available to customers covered under a Customer Specific Pricing (CSP) contract.

This promotion will be offered from December 1, 2008 through November 30, 2009.