



STOLL · KEENON · OGDEN
PLLC

2650 AEGON Center
400 West Market Street
Louisville, KY 40202-3377
(502) 568-9100
Fax: (502) 568-5700
www.skofirm.com

DOUGLAS F. BRENT
502-568-5734
douglas.brent@skofirm.com

January 30, 2006

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FEB 1 2006

PUBLIC SERVICE
COMMISSION

Elizabeth O'Donnell
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

***RE: Case No. 2005-00186 – AT&T's Response to the Attorney General's
Supplemental Data Requests***

Dear Ms. O'Donnell:

Enclosed please find AT&T Communications of the South Central States, LLC's response to the Attorney General's supplemental data requests in the referenced proceeding.

Ten copies of AT&T's response are enclosed. In addition, we are serving one copy to Assistant Attorney General Dennis G Howard, II at the Office of Rate Intervention. Please indicate receipt of this filing by your office by placing your file stamp on the extra copy and returning to me via the enclosed, self-addressed stamped envelope.

Sincerely yours,

Douglas F. Brent
Counsel for AT&T Communications
of the South Central States, LLC

Enc.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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FEB 1 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

AN INQUIRY INTO LIMITATIONS)	
Of USE FOR TARIFFED SERVICES)	ADMINISTRATIVE
DESIGNATED OR OTHERWISE)	CASE NO. 2005-00186
REFERRED TO AS UNLIMITED)	

**AT&T'S RESPONSES TO THE ATTORNEY GENERAL'S
SUPPLEMENTAL REQUESTS FOR INFORMATION**

AT&T Communications of the South Central States, LLC ("AT&T") provides the following responses to the Supplemental Requests for Information filed by the Attorney General on December 13, 2005.

1. State whether your company has changed any tariffs applicable to plans described, named or marketed as "unlimited", as previously identified in your responses to the Commission's first data request, since the date of the Commission's first set of Data requests, and if so, please attach/enclose copies of same.

RESPONSE

There have been no changes to AT&T's unlimited calling plans tariffs since the Commission's first data request. However, the customer Service Guides were modified. Effective December 2, 2005, customers are only allowed to have "unlimited" call plans on three (3) lines of one account for the following call plans offered in Kentucky: AT&T Unlimited Plan; and AT&T Unlimited Plus Plan. Copies of the revised Service Guides are attached.

2. With regard to any such plans, state specifically whether the word "unlimited" refers to minutes of use, area(s) of calling, or both. If the word "unlimited" modifies any other term(s) in the applicable tariff(s), please identify the term(s) so modified.

RESPONSE

See AT&T's responses to Items Nos. 1, 2 and 5 of the KPSC's Request for Information Dated June 22, 2005.

3. With regard to any such plans, state:

- a. Whether the tariff indicates that a penalty of any type or sort (including relegating the customer to a different plan) may apply in the event the customer exceeds any limitation on number of minutes included in the plan;

RESPONSE

AT&T's unlimited calling plans do not place a limit on the number of minutes a customer may use. See AT&T's responses to Items Nos. 1, 2 and 5 of the KPSC's Request for Information Dated June 22, 2005.

- b. The nature of the penalty;

RESPONSE

AT&T's unlimited calling plans do not place a limit on the number of minutes a customer may use. Thus, there is no "penalty" associated with exceeding usage limitations. AT&T's small business group does monitor all customers' usage and customers that are identified as potentially violating the tariff are called and asked about their type of business and guided to change to the appropriate call plan to meet their business needs. Likewise, there is no penalty associated with residential unlimited customers. AT&T's consumer group also monitors customers' usage and follows the notification and blocking procedures outlined in the responses to Items Nos. 1, 5 and 6 of the KPSC's Request for Information Dated June 22, 2005 and Item No. 1 to the Attorney General's Request for Information dated June 23, 2005.

- c. Whether the penalty has ever been imposed;

RESPONSE

See AT&T's response to Item No. 10 of the KPSC's Request for Information Dated June 22, 2005.

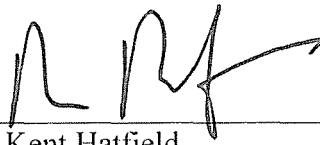
- d. Whether notice of the penalty is provided to the consumer, and if so, identify precisely where in the tariff or other materials (including, but not limited to contract, advertising

or marketing materials) any such notice is located, and cite the complete language of any and all such notice(s).

RESPONSE

See AT&T's responses to Items Nos. 5 and 6 of the KPSC's Request for Information Dated June 22, 2005, Item No. 1 to the Attorney General's Request for Information dated June 23, 2005 and the attached revised Service Guides.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CH', is written over a horizontal line.

C. Kent Hatfield
Douglas F. Brent
STOLL, KEENON OGDEN PLLC
2650 AEGON Center
400 W. Market Street
Louisville, Kentucky 40202
(502) 568-9100

COUNSEL FOR AT&T COMMUNICATIONS
OF THE SOUTH CENTRAL STATES, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 30th day of January, 2006 first class, United States mail, postage prepaid, upon Dennis G. Howard, II, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY 40601-8204.

A handwritten signature in black ink, appearing to read "D. Brent", written over a horizontal line.

Douglas F. Brent



Display Category: Offers No Longer Available To New Customers
Specific Offer: AT&T Unlimited Plan

RECEIVED

UID: CPM02001DD

FEB 1 2006

Description

PUBLIC SERVICE
COMMISSION

This plan offers you unlimited direct dialed station state-to-state and in-state long distance calling to residential telephone lines presubscribed to AT&T as the Primary Long Distance Carrier for a monthly recurring charge. This plan also provides a per minute rate on all direct dialed station state-to-state and in-state minutes made to parties who are not AT&T residential long distance customers. Direct dialed station state-to-state and in-state long distance calls rated at the per minute rate included in this plan, include, but are not limited to, calls to telephone lines that are presubscribed to a Primary Long Distance Carrier other than AT&T, calls to businesses, calls to subscribers of a business customer calling plan, calls to wireless devices (e.g., wireless phones or pagers), and calls to online services or Internet access services.

Terms and Conditions

“You” and “Your” mean current or potential customers of this AT&T Plan. You must be classified as a residential customer by your Local Telephone Company.

AT&T means AT&T Corp. and any AT&T affiliates authorized to provide you with AT&T services.

1. To participate in this plan, you must:

- Have AT&T as your Primary Residential Long Distance Carrier.
- Have enrolled in this plan by May 15, 2004.
- Have agreed to receive a billing statement directly from AT&T for all your AT&T calling.
- Have agreed not to receive individual call detail on your AT&T billing statement for the direct dialed station state-to-state and in-state long distance calls to AT&T residential customers that are included in the unlimited calling portion of this plan.

2. This plan includes the following types of calls:

- AT&T direct dialed station state-to-state and in-state long distance calls that are:
 - made from your home,
 - billed to your main residential telephone account, and
 - made without using an AT&T Operator or an AT&T automated call processing system.

3. AT&T will provide the benefits of this plan until one or more of the following events occur:

- AT&T changes and/or discontinues this plan.

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.



- AT&T is notified that you no longer subscribe to AT&T as your Primary Long Distance Carrier. Discontinuance will be effective as of the date AT&T's records show that you no longer subscribe to AT&T.
 - You notify AT&T that you want to withdraw from this plan. If you choose another AT&T plan, that new plan will not become effective until the end of your then current billing month.
 - You subscribe to an AT&T free minute or AT&T bill credit special offer that is not compatible with this plan as indicated in AT&T's marketing information upon enrollment in this plan.
 - If you make calls under this plan for a commercial use, including without limitation, commercial facsimile purposes, resale, three-way calling, call forwarding, telemarketing, or through an auto-dialer program. Upon AT&T's determination of such prohibited use, AT&T may immediately suspend, restrict, or cancel a customer's service without advance notice, and AT&T may exclude terminating telephone lines from the unlimited calling portion of this plan.
4. **You can enroll in only one state-to-state pricing plan for AT&T direct dialed station calls per main residential telephone account unless AT&T notes otherwise.**
5. **AT&T will bill for this plan based on the following:**
- The duration of each call under this plan that is subject to a per-minute charge is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45-second call will be billed as a one-minute call).
 - There will be no individual call detail on your AT&T billing statement that is associated with the direct dialed station state-to-state and in-state long distance calls to AT&T residential long distance customers that are included in the unlimited calling portion of this plan. For these calls, this means there will be no indication of originating or terminating points called, time-of-day called, nor a list of the number of minutes called.
 - If your main residential telephone account has multiple lines associated with it, your Monthly Recurring Charges, eligible unlimited calling, and usage charges for that account will include usage from up to a total of 3 lines (your main residential telephone line plus two lines associated with your main telephone line), as determined by AT&T.
 - If, at time of enrollment in this plan, you selected AT&T as your primary carrier for your intraLATA toll calls (also referred to as "local toll calls" or "regional toll calls"), your intraLATA toll calls will be included in the unlimited calling portion of this plan once your local telephone company has processed your AT&T IntraLATA toll subscription. If, for any reason, a selection of AT&T as your primary carrier for your intraLATA toll calls is not made or implemented, your monthly charge for this plan will still apply even though you will not receive your intraLATA toll call benefits of the

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.



plan. Be sure to check your AT&T billing statement to confirm that your carrier choice has been implemented.

- The following conditions apply to the Monthly Recurring Charge (MRC) component of this plan. The MRC is:
 - Billed and payable in advance (you will have two MRCs charged to your account in the first billing month, which apply to the month you enrolled as well as the next month).
 - Applied in full whether or not you make any calls.
 - Applied in full whether or not your billing period covers a full month.
- If you agree to receive your AT&T billing statement on-line via the Internet you must choose to have your long distance charges billed to one of the following billing options:
 - Charged to a valid commercial credit card accepted by AT&T,
 - Debited to your personal checking account each month, or
 - Paid via an authorized third-party on-line bill payer accepted by AT&T.
- **Billing Availability:**
 - AT&T will provide this plan in locations where it determines in its reasonable discretion that billing and technical resources are available.
 - Billing is available in the areas served by these Local Telephone Companies.

Rates and Charges

- A Monthly Recurring Charge of \$22.95 applies and includes unlimited calling of direct dialed station state-to-state and in-state long distance calls made to residential telephone lines that are presubscribed to AT&T as the Primary Long Distance Carrier.
- AT&T will rate eligible direct dialed station state-to-state and in-state long distance calls that are not made to residential telephone lines that are presubscribed to AT&T as the Primary Long Distance Carrier at 7¢ a minute, 24 hours a day, seven days a week, including without limitation calls to people who use a long distance service that is not provided by AT&T, calls to businesses, calls to subscribers to a business customer calling plan, calls to on-line or Internet access services, and calls to wireless devices, such as wireless phones or pagers.
- AT&T will rate eligible direct dialed station state-to-state long distance calls that are not made to residential telephone lines that are presubscribed to AT&T as the Primary Long Distance Carrier at 5¢ a minute for qualified persons residing in United States Mainland or Hawaii who have hearing and/or speech disabilities subject to the following:
 - To be eligible, people who have been certified as having a hearing or speech disability which precludes oral communications and who have and use a telecommunications device for visual communications must present written certification to AT&T's Service Center, which serves the residence of the certified person.
 - The written certification must be by a licensed physician, audiologist, speech pathologist, or appropriate State or Federal agency.

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.



- The reduced rate is provided for use only by the person having the speech or hearing disability.
- Only one residential telephone number at a residence will receive the reduced rate.
- AT&T Universal Connectivity Charge applies to the MRC and any charges for state-to-state calls that are not part of the unlimited calling portion of this plan.
- Miscellaneous Charges, Credits and Taxes may apply.



Display Category: Unlimited Offers
Specific Offer: AT&T Unlimited Plus Plan

UID: BOT03001DD

Description

This plan offers you unlimited residential voice direct dialed station state-to-state, intraLATA toll, and in-state long distance minutes for a monthly recurring charge.

Terms and Conditions

“You” and “Your” mean current or potential customers of this AT&T Plan. You must be classified as a residential customer by your Local Telephone Company.

AT&T means AT&T Corp. and any AT&T affiliates authorized to provide you with AT&T services.

1. To participate in this plan, you must:

- Currently have, or choose AT&T as your Primary Long Distance Carrier.
- Enroll in this plan by doing **one** of the following:
 - Complete and return a written subscription form to AT&T.
 - Call a designated AT&T 800 number to subscribe.
 - Subscribe during a marketing contact with AT&T.

2. This plan includes the following types of calls:

- AT&T residential voice direct dialed station state-to-state, intraLATA toll, and in-state long distance calls that are:
 - made from your home,
 - billed to your main residential telephone account, and
 - made without using an AT&T Operator or an AT&T automated call processing system.
- All other types of calls are rated at basic rates unless you are enrolled in another AT&T plan that covers these other types of calls.

3. AT&T will provide the benefits of this plan until one or more of the following events occur:

- AT&T changes and/or discontinues this plan.
- AT&T is notified that you no longer subscribe to AT&T as your Primary Long Distance Carrier. Discontinuance will be effective as of the date AT&T’s records show that you no longer subscribe to AT&T.
- You notify AT&T that you want to withdraw from this plan.

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.



4. **You can enroll in only one state-to-state pricing plan for AT&T direct dialed station calls for each main residential telephone account unless AT&T notes otherwise.**
5. **AT&T will bill for this plan based on the following:**
 - Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45-second call will be billed as a one-minute call).
 - If your main residential telephone account has multiple lines associated with it, your Monthly Recurring Charges, eligible unlimited calling, and usage charges for that account will include usage from up to a total of 3 lines (your main residential telephone line plus two lines associated with your main telephone line), as determined by AT&T.
 - If, at time of enrollment in this plan, you selected AT&T as your primary carrier for your intraLATA toll calls (also referred to as "local toll calls" or "regional toll calls"), your intraLATA toll calls will be included under this plan once your local telephone company has processed your AT&T IntraLATA toll subscription. If, for any reason, a selection of AT&T as your primary carrier for your intraLATA toll calls is not made or implemented, your monthly charge for this plan will still apply even though you will not receive your intraLATA toll call benefits of the plan. Be sure to check your AT&T billing statement to confirm that your carrier choice has been implemented.
 - This plan provides unlimited minutes of direct dialed 1+ state-to-state, intraLATA toll, and in-state long distance calling for residential voice service only. If it is determined that usage is not consistent with residential voice applications, such as for Internet access services, commercial facsimile or auto-dialing, resale, telemarketing or other non-residential uses, AT&T may immediately suspend, restrict or cancel your service without prior notice.
 - The following conditions apply to the Monthly Recurring Charge (MRC) component of this plan. The MRC is:
 - Billed in advance (you may have two MRCs charged to your account in the first billing month, which apply to the month you enrolled as well as the next month).
 - Applied in full whether or not you make any calls.
 - Applied in full whether or not your billing period covers a full month.
 - Billing Availability:
 - AT&T will provide this plan in locations where billing and technical resources are available.
 - Generally, billing is available in the areas served by these Local Telephone Companies.
 - If the Local Telephone Company serving your area is not listed and you wish to subscribe to this plan, please call your AT&T Customer Care representative to check availability in your area.

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.



Rates and Charges

- A Monthly Recurring Charge of \$29.95 applies which includes unlimited direct dialed station state-to-state, intraLATA toll, and in-state long distance calling each month.
- Miscellaneous Charges, Credits and Taxes may apply.
- From time-to-time, AT&T may introduce Special Offer discounts off of the rates and charges listed in this plan. AT&T Special Offers are available through marketing material received from AT&T or during a marketing contact from AT&T, and are dependent upon various qualifications and/or restrictions. Conditions regarding your enrollment in AT&T Special Offers will be specified in the AT&T Special Offer marketing information.

AT&T Service Guides are subject to and part of the AT&T Consumer Services Agreement and may be changed and/or discontinued by AT&T.