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December 31, 2009

Beth Salak, Director  
Competitive Markets and Enforcement  
Attn: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff:

General Subscriber Service Tariff

Section A2 - Third Revised Page 35.6.95

- Second Revised Page 35.6.95.1

The purpose of this filing is to provide for the Complete Choice for Business (CCB) Preferred Promotion. This Special Promotion will begin January 1, 2010 and end April 30, 2010.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments

## Promotion Description

### **AT&T CCB Preferred Promotion**

#### **Overview**

The AT&T CCB Preferred Promotion is scheduled to begin on 1/1/2010 and end on 4/30/2010. This promotion ("Program") is an offering available to existing AT&T business line customers who may be disconnecting service in AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina or AT&T Tennessee. The AT&T® Complete Choice® for Business Preferred program provides 30% in monthly rewards based upon the Subscriber's bill for Complete Choice® for Business package charges and for the AT&T Long Distance Service Business Unlimited Plan, Flex Unlimited Plan, Preferred Rate Plan or Preferred Rate Plus Plan (where available) charges. The Subscriber must sign a 24-month Complete Choice® for Business Advantage Multi-Service Term Agreement (the "Agreement").

#### **Promotion Specifics**

- Available to existing AT&T business customers who indicate an intent to disconnect service with AT&T. To be eligible for this promotion the customer must subscribe to a Complete Choice® for Business package, and AT&T Long Distance Service Business Unlimited Plan, Flex Unlimited Plan, Preferred Rate Plan or Preferred Rate Plus Plan (where available).
- Subscriber must sign the 24-month Program Agreement associated with this offer to receive the rewards.
- Rewards: a 30% reward based upon Subscriber's monthly AT&T charges for the Complete Choice® for Business package(s); and a 30% reward based upon the Subscriber's AT&T Business Preferred Rate Plan or AT&T Preferred Rate Plus Plan (domestic calling plan) (monthly recurring and usage charges), the AT&T Business Unlimited Calling Plan, or the AT&T Business Unlimited Flex Calling Plan, including AT&T Toll Free service, monthly recurring charges, if applicable.

Component Service	Monthly Reward
Complete Choice® for Business Package	30%
Business Unlimited Plan	Monthly Recurring Charge (MRC)
-or -	
Flex Unlimited Plan	MRC
- or -	
Preferred Rate Plan/Preferred Rate Plus Plan (FL only)	MRC and usage charges
- and -	
Business Easy Toll Free service	30% off MRC (if applicable)

- The rewards will appear as a credit in the Promotions and Discounts section(s) of the AT&T Subscriber's bill. The reward will appear in either the current or a subsequent billing period, usually within one or two billing cycles.
- In addition to the rewards, Subscribers who participate in the Program will not be billed for line connection charges associated with the service order for the duration of the term. This will include the Line Connection Charge (first and additional lines). Rewards apply only to CCB total billed monthly charges; and to the AT&T Business Preferred Rate Plan or AT&T Preferred Rate Plus Plan (domestic calling plan) (monthly recurring and usage charges), the AT&T Business Unlimited Calling Plan, or the AT&T Business Unlimited Flex Calling Plan, including AT&T Toll Free service, monthly recurring charges, if applicable, as provided under the Program.
- For the eligible long distance plans and the Business Easy Toll Free service, any additional feature non-recurring charges will continue to apply and are not rewarded or waived under the Program.
- For the eligible long distance plans, international usage are not rewarded under the Program.
- For Business Easy Toll Free service, local and international usage are not rewarded under the

Program.

- Participation in the Program begins on the date the Subscriber commits to the Agreement and AT&T accepts by completing Subscriber's service order (unless voided by AT&T). Depending upon the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that AT&T completes the Subscriber's service order.
- In the event that a Subscriber terminates the Program or any one component service (the Complete Choice® for Business or one of the eligible long distance calling plans) prior to the expiration date of the Agreement, then the Agreement will cancel, and the Subscriber agrees to pay the respective termination charges associated with the service to AT&T as provided below based upon the number of months remaining on the term for the particular component. Termination charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C section(s). Payment of this charge does not release the Subscriber from other previous amounts owed to AT&T.

-Set charge to be multiplied by number of months remaining on term:	\$24
-Complete Choice® for Business Package	\$20
-Business Unlimited Plan, Flex Unlimited Plan, or	
-Preferred Rate Plan/Preferred Rate Plus Plan	\$4

- Applicable taxes and fees will be based on the full published price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
- Except as provided below, Subscribers participating in a Product Level or Volume and Term CSA are NOT eligible to participate in this program, unless otherwise stated.
- Subscribers currently participating under an existing Small Business Promotion local exchange term agreement may migrate to this promotion without incurring any termination liability from the existing program if the Subscriber agrees to the AT&T Complete Choice® for Business Preferred 24-month term agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term agreement is effective.
- Rewards apply only to the Complete Choice® for Business package total billed monthly charges and the Business Unlimited plan monthly recurring charges within a state, not across states, as provided under the Program.
- No spending with respect to any one component service shall be eligible for the benefits associated with any other component service.
- AT&T reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this promotion for the remaining term of their CCB Preferred Multi-Service Term Agreement.

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Description	Period Authority	(C)
AT&T Florida Service Territory – From Central Offices where services are available	Complete Choice for Business Preferred	The AT&T Complete Choice for Business Preferred promotion is available to existing AT&T business line customers who may be disconnecting service. The promotion provides 30% in monthly rewards based upon the Subscriber's bill for Complete Choice for Business package charges and AT&T Long Distance Service Business Unlimited Plan, Flex Unlimited Plan, Preferred Rate Plan or Preferred Rate Plus Plan (where available) charges. The Subscriber must sign a 24-month Complete Choice for Business Advantage Multi-Service Term Agreement (the "Agreement").	01/01/2010 to 04/30/2010	

#### Rules and Regulations

--The rewards will appear as a credit in the Promotions and Discounts section(s) of the AT&T Subscriber's bill. The reward will appear in either the current or a subsequent billing period, usually within one or two billing cycles.

#### --Component Service Monthly Reward

- Complete Choice for Business Package=30%
- Business Unlimited Plan Monthly Recurring Charge (MRC) or Flex Unlimited Plan MRC
- or -Preferred Rate Plan/Preferred Rate Plus Plan=MRC and usage charges
- Business Easy Toll Free service 30% off MRC (if applicable)

--In addition to the rewards, Subscribers who participate in the Program will not be billed for line connection charges associated with the service order for the duration of the term. This will include the Line Connection Charge (first and additional lines). Rewards apply only to CCB total billed monthly charges; and to the AT&T Business Preferred Rate Plan or AT&T Preferred Rate Plus Plan (domestic calling plan) (monthly recurring and usage charges), the AT&T Business Unlimited Calling Plan, or the AT&T Business Unlimited Flex Calling Plan, including AT&T Toll Free service, monthly recurring charges, if applicable, as provided under the Program.

--For the eligible long distance plans and the Business Easy Toll Free service, any additional feature non-recurring charges will continue to apply and are not rewarded or waived under the Program.

--For the eligible long distance plans, international usage are not rewarded under the Program.

--For Business Easy Toll Free service, local and international usage are not rewarded under the Program.

--Participation in the Program begins on the date the Subscriber commits to the Agreement and AT&T accepts by completing Subscriber's service order (unless voided by AT&T). Depending upon the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that AT&T completes the Subscriber's service order.

--In the event that a Subscriber terminates the Program or any one component service (the Complete Choice for Business or one of the eligible long distance calling plans) prior to the expiration date of the Agreement, then the Agreement will cancel, and the Subscriber agrees to pay the respective termination charges associated with the service to AT&T as provided below based upon the number of months remaining on the term for the particular component.

Termination charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C section(s). Payment of this charge does not release the Subscriber from other previous amounts owed to AT&T.

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Description	Period Authority
AT&T Florida Service Territory – From Central Offices where services are available	Complete Choice for Business Preferred (Cont'd)	Rules and Regulations (Cont'd) -Set charge to be multiplied by number of months remaining on term: \$24 -Complete Choice for Business Package: \$20 -Business Unlimited Plan, Flex Unlimited Plan, or -Preferred Rate Plan/Preferred Rate Plus Plan : \$4	

**(DELETED)**

(D)

--Applicable taxes and fees will be based on the full published price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

--Subscribers currently participating under an existing Small Business Promotion local exchange term agreement may migrate to this promotion without incurring any termination liability from the existing program if the Subscriber agrees to the AT&T Complete Choice for Business Preferred 24-month term agreement. The new local exchange service term agreement will be based upon monthly business access line rates in effect at the time the new local exchange service term agreement is effective.

--Rewards apply only to the Complete Choice for Business package total billed monthly charges and the Business Unlimited plan monthly recurring charges within a state, not across states, as provided under the Program.

--No spending with respect to any one component service shall be eligible for the benefits associated with any other component service.

--AT&T reserves the right to terminate this Program at any time; provided, however, that Subscribers participating in the Program will continue to receive this promotion for the remaining term of their CCB Preferred Multi-Service Term Agreement.

FLORIDA

~~ISSUED: December 31, 2009~~~~ISSUED: October 30, 2009~~

~~EFFECTIVE: January 1, 2010~~~~EFFECTIVE: November 2, 2009~~

BY: Marshall M. Criser III, President -FL  
 Miami, Florida

## A2. GENERAL REGULATIONS

### A2.10 Special Promotions (Cont'd)

#### A2.10.2 Descriptions (Cont'd)

- A. The following promotions are on file with the Commission: (Cont'd)

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AT&T Florida Service Territory – From Central Offices where services are available	Complete Choice for Business Preferred	The AT&T Complete Choice for Business Preferred promotion is available to existing AT&T business line customers who may be disconnecting service. The promotion provides 30% in monthly rewards based upon the Subscriber's bill for Complete Choice for Business package charges and AT&T Long Distance Service Business Unlimited Plan, Flex Unlimited Plan, Preferred Rate Plan or Preferred Rate Plus Plan (where available) charges. The Subscriber must sign a 24-month Complete Choice for Business Advantage Multi-Service Term Agreement (the "Agreement").	<del>10/202008</del> (C) <u>01/01/2010</u> to <del>12/31/2009</del> <u>04/30/2010</u>

#### Rules and Regulations

--The rewards will appear as a credit in the Promotions and Discounts section(s) of the AT&T Subscriber's bill. The reward will appear in either the current or a subsequent billing period, usually within one or two billing cycles.

#### --Component Service Monthly Reward

- Complete Choice for Business Package=30%
- Business Unlimited Plan Monthly Recurring Charge (MRC) or Flex Unlimited Plan MRC or -Preferred Rate Plan/Preferred Rate Plus Plan=MRC and usage charges
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--In the event that a Subscriber terminates the Program or any one component service (the Complete Choice for Business or one of the eligible long distance calling plans) prior to the expiration date of the Agreement, then the Agreement will cancel, and the Subscriber agrees to pay the respective termination charges associated with the service to AT&T as provided below based upon the number of months remaining on the term for the particular component. Termination charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C section(s). Payment of this charge does not release the Subscriber from other previous amounts owed to AT&T.

BELLSOUTH  
~~Page 35.6.95~~  
TELECOMMUNICATIONS, INC.  
~~35.6.95~~

GENERAL SUBSCRIBER SERVICE TARIFF Third Revised Page 35.6.95~~Second Revised~~

Cancels Second Revised Page 35.6.95~~Cancels First Revised Page~~

FLORIDA

ISSUED: December 31, 2009~~ISSUED: October 30, 2009~~

EFFECTIVE: January 1, 2010~~EFFECTIVE: November 2, 2009~~

BY: Marshall M. Criser III, President -FL  
Miami, Florida

**A2. GENERAL REGULATIONS**

**A2.10 Special Promotions (Cont'd)**

**A2.10.2 Descriptions (Cont'd)**

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Description	Period Authority
AT&T Florida Service Territory – From Central Offices where services are available	Complete Choice for Business Preferred (Cont'd)	Rules and Regulations (Cont'd) -Set charge to be multiplied by number of months remaining on term: \$24 -Complete Choice for Business Package: \$20 -Business Unlimited Plan, Flex Unlimited Plan, or Preferred Rate Plan/Preferred Rate Plus Plan : \$4	

~~(DELETED)–Unless the Subscriber notifies AT&T in writing of its intent not to renew for another like term under the Program at least 60 days prior to expiration, then upon expiration of the initial term, the Subscriber Agreement shall automatically renew for another term for two consecutive, separate terms. AT&T will provide written and/or verbal reminders to the Subscriber of the Subscriber Agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending upon the Subscriber’s billing cycle. If the Subscriber does not renew the Subscriber Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full month to month charges under the then effective BellSouth “Service Descriptions & Price Lists” or BellSouth applicable tariffs, as the case may be, for services.~~

(D)

--Applicable taxes and fees will be based on the full published price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

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(E)

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