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December 30, 1993

Mr. Steven C. Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399

Re: Docket No. 920260-TL

Dear Mr. Tribble:

Enclosed for filing in the above referenced docket are one (1) original and fifteen (15) copies of AT&T's Answers, Objections, and Motion for Protective Order With Respect To Southern Bell's First Set of Interrogatories. Copies of the foregoing are being served on all parties of record in accordance with the attached Certificate of Service.

Yours truly,

Michael W. Tye
Michael W. Tye

MWT:sad

Attachments

cc: Parties of Record

DOCUMENT NUMBER-DATE

13814 DEC 30 8

FPSC-RECORDS/REPORTING

20

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Comprehensive review of
the revenue requirements and
rate stabilization plan of
Southern Bell Telephone and
Telegraph Company.

) DOCKET NO. 920260-TL
) SUBMITTED FOR FILING:
) DECEMBER 30, 1993

FILE COPY

NOTICE OF SERVICE

AT&T Communications of the Southern States, Inc. ("AT&T"),
by and through its undersigned attorney, hereby serves this
notice that AT&T has served its Answers, Objections and Motion
for Protective Order With Respect to Southern Bell's First Set of
Interrogatories.

Respectfully submitted,



Michael W. Tye
106 East College Avenue
Suite 1410
Tallahassee, Florida 32301
(904) 425-6360

ATTORNEY FOR AT&T
COMMUNICATIONS OF THE
SOUTHERN STATES, INC.

DOCUMENT NUMBER-DATE

13814 DEC 30 83

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In re: Comprehensive review of)
the revenue requirements and) DOCKET NO. 920260-TL
rate stabilization plan of) SUBMITTED FOR FILING:
Southern Bell Telephone and) December 30, 1993
Telegraph Company)
_____)

AT&T'S ANSWERS, OBJECTIONS AND MOTION FOR PROTECTIVE ORDER
WITH RESPECT TO SOUTHERN BELL'S FIRST SET OF INTERROGATORIES

AT&T Communications of the Southern States, Inc.
(hereinafter "AT&T"), pursuant to Rules 25-22.034 and 25-
22.035, Florida Administrative Code and Rules 1.340 and
1.280(b), Florida Rules of Civil Procedure, hereby submits
the following Answers, Objections, and Motion for Protective
Order with respect to Southern Bell Telephone and Telegraph
Company's (hereinafter "Southern Bell") First Set of
Interrogatories to American Telephone and Telegraph Company.

General Objections

AT&T makes the following General Objections to Southern
Bell's First Set of Interrogatories which are hereby
incorporated by reference into AT&T's specific responses
contained herein.

1. AT&T objects to service of Southern Bell's First
Set of Interrogatories on American Telephone and Telegraph
Company inasmuch as American Telephone and Telegraph Company

DOCUMENT NUMBER-DATE

13814 DEC 30 83

FPSC-RECORDS/REPORTING

is neither a party to the above-referenced proceeding nor is American Telephone and Telegraph Company a provider of regulated intrastate telecommunications services within the State of Florida. Moreover, AT&T objects to each and every interrogatory to the extent that such interrogatory seeks information pertaining to American Telephone and Telegraph Company inasmuch as American Telephone and Telegraph Company is neither a party to the above-referenced proceeding nor is American Telephone and Telegraph Company a provider of regulated intrastate telecommunications services within the State of Florida. Without waiver of its general objection, and subject to other general and specific objections, responses will be provided on behalf of AT&T Communications of the Southern States, Inc. which is the interexchange carrier (hereinafter "IXC") certificated to provide regulated telecommunications services in Florida and which is a party to this docket. All references to "AT&T" in responding to Southern Bell's interrogatories should be taken to mean AT&T Communications of the Southern States, Inc. AT&T's responses are purely voluntary, are made in the interest of administrative economy, and do not constitute a waiver of AT&T's objection that Southern Bell's First Set of Interrogatories was not served on a proper party in accordance with the Florida Rules of Civil Procedure and the Rules of Practice and Procedure of the Florida Public Service Commission (hereinafter the "Commission").

2. AT&T has interpreted Southern Bell's interrogatories to apply to AT&T's regulated intrastate operations in Florida and will limit its answers accordingly. To the extent that any interrogatory is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission, AT&T objects to such interrogatory as irrelevant, overly broad, unduly burdensome, and oppressive.

3. AT&T objects to each and every interrogatory to the extent that such interrogatory calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege or other applicable privilege.

4. AT&T objects to each and every interrogatory insofar as the request is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories. Any answers provided by AT&T in response to Southern Bell's interrogatories will be provided subject to, and without waiver of, the foregoing objection.

5. AT&T objects to each and every interrogatory insofar as the request is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. AT&T will attempt to note each instance where this objection applies.

6. AT&T objects to Southern Bell's general instructions, definitions or specific discovery requests insofar as they seek to impose obligations on AT&T which exceed the requirements of the Florida Rules of Civil Procedure or Florida law.

7. AT&T objects to providing information to the extent that such information is already in the public record before the Florida Public Service Commission.

8. AT&T objects to each and every interrogatory, general instruction, or definition insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. AT&T objects to each and every interrogatory to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that Southern Bell's interrogatories request proprietary confidential business information which is not subject to the "trade secrets" privilege, AT&T will make such information available to counsel for Southern Bell pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

MOTION FOR PROTECTIVE ORDER

AT&T submits its objections to Southern Bell's First Set of Interrogatories pursuant to the authority contained in Slatnick v. Leadership Housing Systems of Florida, Inc.,

368 So.2d. 79 (Fla. 3d DCA 1979). To the extent that a Motion for Protective Order is required, the objections set forth herein are to be construed as a request for a protective order.

ANSWERS AND OBJECTIONS TO SPECIFIC INTERROGATORIES

Without waiver of its General Objections, Specific Objections, or Motion for Protective Order, AT&T submits the following Answers and Objections to specific interrogatories.

INTERROGATORY NO. 1:

Please identify any studies or analyses prepared by or on behalf of AT&T which may be introduced as evidence or which otherwise may be relied upon by AT&T regarding the issues in the Hearings or in offering testimony or evidence in the Hearings.

ANSWER:

The testimony of the AT&T witnesses in this proceeding represent a description and summary of the analysis used to prepare AT&T's case. In completing these analyses, AT&T relied predominantly upon 1) information made available by BellSouth Telecommunications in its Answers to AT&T's First Set of Interrogatories and its Responses to AT&T's First Request for Production of Documents, 2) the direct testimony of BellSouth witnesses (principally that of Ms. Nancy Sims), 3) information currently available in BellSouth's access and GSST tariffs, and 4) the general knowledge and expertise of its witnesses.

Provided by:

Mike Guedel
Manager
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 2

Please identify any position papers, studies or analyses prepared by or on behalf of any other entity(ies) or any other state or federal regulatory order(s) which AT&T may introduce as evidence, or which AT&T may otherwise rely on in offering testimony or evidence in the Hearings.

ANSWER:

AT&T knows of no such specific documents that it intends to offer into evidence at this time. See, also, response to interrogatory No. 1 above.

Provided by:

**Mike Guedel
Manager
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309**

**John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301**

INTERROGATORY NO. 3:

What is AT&T's 1992 and 1993 average revenue per minute for Florida intrastate long distance calls?

ANSWER:

AT&T deems this information to be proprietary confidential business information.

INTERROGATORY NO. 4:

What is 1992 and 1993 average revenue per minute for interstate long distance calls?

ANSWER:

AT&T objects to this interrogatory on the grounds that the request is irrelevant, overly broad, unduly burdensome, and oppressive. Additionally, the information requested constitutes proprietary confidential business information.

INTERROGATORY NO. 5:

What is AT&T's 1992 and 1993 incremental cost per minute, including access charges, for Florida intrastate long distance calls in Florida?

ANSWER:

AT&T deems this information to be proprietary confidential business information.

INTERROGATORY NO. 6:

What is AT&T's 1992 and 1993 incremental cost per minute, including access charges, for interstate long distance calls?

ANSWER:

AT&T objects to this interrogatory on the grounds that the request is irrelevant, overly broad, unduly burdensome, and oppressive. Additionally, the information requested constitutes proprietary confidential business information.

INTERROGATORY NO. 7:

Does AT&T complete any local calls in the state of Florida? If the answer is affirmative, please provide your company's actual (or best estimate) monthly averages of completed local calls and minutes for 1989, 1990, 1991, 1992 and 1993? Please also provide (actual or best estimate) average revenue per minute for completed local calls in 1989, 1990, 1991, 1992 and 1993? In addition, please provide the specific locations where such local service is provided

ANSWER:

AT&T is not aware of any statutory or regulatory definition of "local call" in Florida. AT&T assumes that a "local call" is a seven-digit POTS call, confined within a Commission-approved local exchange and carried over the Local Exchange Company's (LEC) network. These calls 1) are part of a base rate (flat rate) calling area; 2) are not identified separately on the bill with called number, account information, and associated minute-of-use (MOU) charges; and, therefore, 3) are not subject to LEC toll charges. AT&T does not complete any such calls in Florida.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 8:

Does AT&T offer a tariff, pricing plan, price list or any other such arrangement to Florida customers where it charges the same rate for both interstate long distance calls and intrastate long distance calls? If the response is affirmative, how much does your company charge for calls under such plans?

ANSWER: No.

Provided by: Linda Tipps
Manager, Government Affairs
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

Mike Duke
Manager, Government Affairs
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 9:

Do AT&T's Florida intrastate long distance rates generally vary according to mileage? If affirmative, please provide the mileage bands and rates for each mileage band?

ANSWER:

Yes. Please refer to AT&T Communications of the Southern States, Inc. Florida General Services Tariff, Section A11.3.1.I., a copy of which is being provided in response to Southern Bell's First Request for Production of Documents to AT&T.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 10:

Do AT&T's Florida intrastate long distance rates generally vary according to time of day? If affirmative, please provide rates or percent discounts for each period where a discount is offered.

ANSWER:

Yes. Please refer to AT&T Communications of the Southern States, Inc. Florida General Services Tariff, Section A.11.3.1.I., a copy of which is being provided in response to Southern Bell's First Request for Production of Documents to AT&T.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 11:

Does AT&T offer any volume discounts for business and residential customers for intrastate long distance calling in Florida or any other discount which varies according to usage? If affirmative, please explain in detail the type of discounts offered under any and all such plans, including eligibility criteria and the type of information provided to customers.

ANSWER:

Residence: AT&T currently offers an NPA Volume Discount Promotion that provides customers with discounted rates after a predetermined calling threshold is reached, as described in Section A11.3.1.J of AT&T's Florida General Services Tariff.

In addition, AT&T offers the optional calling plans Reach Out® Florida, AnyHour® Florida, and Evening Plus in Florida that provide customers with discounted rates after a preset amount of usage is met, as described in Section A3 of AT&T's Florida General Services Tariff.

Business: AT&T provides discounts on the following tariffed services.

Software Defined Network (SDN) Term & Usage Level Commitment Plan

Intrastate usage rates are discounted to customers who commit to a minimum of fifteen million minutes of SDN usage per year for three (3) years. Custom Network Services Tariff, C3.5.

AT&T MEGACOM WATS Service Volume Value Plan

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C5.4.1D

AT&T MEGACOM 800 Service Volume Value Plan

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C6.5.1C.

AT&T MEGACOM 800 Service**Term & Revenue Commitment Plan**

Intrastate usage rates are discounted to customers who commit to a minimum of \$3,000,000 of billed revenue per year for three years. Custom Network Services Tariff, C6.7.2.

AT&T 800 READYLINE Service**Volume Value Plan**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C7.3.3.

**SPECIAL SERVICE
ARRANGEMENTS****State Calling Service (SCS)**

Usage charges are discounted 25%. Customers must subscribe to either SCS Option I or SCS Option II, F.C.C. Tariff No. 16, Competitive Government Service, Section 10, State Calling Service. Custom Network Services Tariff, C8.2.2.

Distributed Network Service**Usage Discount Plan**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C12.3.1C.

AT&T 800 Plan E**Volume Value Plan**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C13.3.2.

AT&T CustomNet Service**Volume Discount**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C16.4.4C.

CALL REDIRECT**Volume Discount**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C17.3.2.

AT&T OPTIMUM Service**Usage Volume Discount**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C18.4.5B.

AT&T 800 GOLD Service**Volume Value Plan**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C19.5B.4.

AT&T 800 Plan P**Usage Discount**

Customers receive a 15% discount on Evening and Night/Weekend usage if they concurrently subscribe to either of the following services: (1) AT&T Message Telecommunications Service (MTS), (2) AT&T Reach Out Florida, or (3) AT&T EasyReach Service. Custom Network Services Tariff, C21.3.3.

AT&T MEGACOM Plus Service**Usage Volume Discount**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C22.4.5B.

AT&T PRO WATS Florida**Usage Discount**

Customers automatically receive a 15% discount on usage rates. Custom Network Services Tariff, C27.3.1B.

AT&T All PRO WATS in Florida**Usage Discount**

Customers receive incremental discounts based on monthly usage. Usage up to a specified minimum level is not discounted. Usage higher than the minimum, but below a specific level is discounted by a specific percentage. There are no eligibility requirements. Custom Network Services Tariff, C28.3.2.

AT&T All PRO WATS in Florida**Partners Option**

Customers receive a 20% discount on direct dial calls to a maximum of 20 telephone numbers designated by the customer. This discount will apply prior to the application of any other discounts. There are no eligibility requirements. Custom Network Services Tariff, C28.4.

Provided by: Linda Tipps
Manager, Government Affairs
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

Mike Duke
Manager, Government Affairs
AT&T
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 12:

Does AT&T offer any long distance discount plans where the customer prepays a monthly amount in order to receive any such discounts? Please explain in detail if affirmative.

ANSWER:

AT&T offers Reach Out® Florida, AnyHour® Florida, and Evening Plus in Florida plans where, for a fixed monthly charge, customers receive discounts on long distance calls. These services are explained in detail in Section 3 of AT&T's Florida General Services Tariff.

Provided by: Linda Tipps
AT&T
Manager, Government Affairs
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 13:

Does AT&T provide any service (e.g. cellular, PCS, packet data services, voice mail services, electronic mail services, etc.), other than "long distance," where customers complete or could complete local voice or data calls? If affirmative, please explain in detail any such services. If the response to the first part of this interrogatory item is affirmative, please also provide the amount of (actual or best estimate) annual revenue associated with each of those services by type of service by year for the years 1989 through 1993 and projected annual revenues for the years 1994 through 1996?

ANSWER:

See response to No. 7.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 14:

Would AT&T agree to flow-through to its customers all switched access rate reductions ordered by the Florida Public Service Commission in this docket? If so, what would be the estimated reduction on your intrastate long distance rates for each cent per minute switched access charge reduction?

ANSWER:

In Order No. PSC-92-0578-FOF-TI, the access charge reduction "flow-through" requirement that had previously been imposed on AT&T was eliminated. The Florida Public Service Commission recognized that the competitive interexchange telecommunications market would ensure that access charge reductions are passed on to consumers in an effective and efficient manner. The Commission's ruling in that order was appropriate, and AT&T supports that finding. There is no doubt that the competitive market will ensure that interexchange customers receive the benefits of access charge reductions approved in this case.

However, the specifics of any rate reductions resulting from access reductions arising from this case will depend upon the magnitude of the reductions, the timing of the reductions, and specific conditions in the intrastate interexchange market. Consequently, it is impossible to calculate the estimated reduction for each cent per minute at this time.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

INTERROGATORY NO. 15:

What is AT&T's average rate per minute for a call from Miami to Fort Lauderdale, Miami to Orlando, Miami to Jacksonville, Miami to Atlanta, Miami to New York, Yulee to Palatka, Yulee to Middleburg, Yulee to Belle Glade, Yulee to Atlanta and Yulee to New York? Please also provide your company's incremental cost per minute, including switched access, for each of these routes.

ANSWER:

Following is the mileage and dial station day rate for each of the requested calls. AT&T does not calculate incremental cost by route.

<u>Call From</u>	<u>Call To</u>	<u>Miles</u>	<u>Initial Min.</u>	<u>Add'l Min.</u>
Miami	Ft. Lauderdale	24	\$.27	\$.2160
Miami	Orlando	207	\$.27	\$.2250
Miami	Jacksonville	327	\$.27	\$.2300
Miami	Atlanta	590	\$.24	\$.2400
Miami	New York	1119	\$.25	\$.2500
Yulee	Palatka	68	\$.27	\$.2200
Yulee	Middleburg	44	\$.27	\$.2160
Yulee	Belle Glade	278	\$.27	\$.2250
Yulee	Atlanta	268	\$.24	\$.2400
Yulee	New York	821	\$.24	\$.2400

Provided by: Linda Tipps
AT&T
Manager, Government Affairs
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 16:

On pages 8-9 of his testimony, Mr. Guedel supports a subsidy for supporting low income telephone subscribers. One option he mentions for funding such a subsidy is funding by the LEC's on LEC services other than toll, access, or other "unique offerings." Please identify what is meant by other "unique offerings."

ANSWER:

"Other unique services" include, individually, each and every service offered by BellSouth Telecommunications in addition to "access and toll" service. The point is that the price for all services should approach their costs, and if a subsidy is to be collected to help those with genuine need for help, then that burden should be spread across all services, not targeted to just access, just toll, or just any other single, unique service.

Provided by: Mike Guedel
 Manager
 AT&T
 1200 Peachtree Street, N.E.
 Atlanta, Georgia 30309

INTERROGATORY NO. 17:

Is it Mr. Guedel's position that interexchange carriers, such as AT&T, should not support universal service? Please explain the response in detail.

ANSWER:

No. It is AT&T's position that universal service does not equal universal subsidy. Under current rate structures, all local (residential) service customers receive a subsidy when only a few really need any assistance. This approach is outdated and inappropriate in today's environment. AT&T supports the continuation of a local service subsidy for those customers with a genuine need for such help. If funding such a plan is to be derived from the pricing of other LECs' services, then each service (or customers of each service) should be required to contribute to the cause.

Provided by: Mike Guedel
 Manager
 AT&T
 1200 Peachtree Street, N.E.
 Atlanta, Georgia 30309

INTERROGATORY NO. 18:

Is AT&T handling any intraLATA traffic (interLATA and intraEAEA) in Florida today? If so, what percentage does this traffic represent of AT&T's total Florida intrastate traffic?

ANSWER:

Yes. AT&T's intraLATA traffic is approximately 11% to 12% of AT&T's total Florida intrastate traffic.

Provided by: Audrey Schmidt
 Manager
 AT&T
 1200 Peachtree Street, N.E.
 Atlanta, Georgia 30309

INTERROGATORY NO. 19:

Does AT&T offer any calling plans that bundle all of a customer's usage (both interstate and intrastate) in determining a discount? If so, please describe such plans in detail.

ANSWER:

AT&T offers the following calling plans which provide usage discounts based on the combined interstate and intrastate usage of each customer. Detailed explanations are provided in AT&T's intrastate Florida and FCC tariffs which are referenced below. AT&T is providing copies of its Florida intrastate tariffs in response to Southern Bell's First Request for Production of Documents. AT&T's interstate FCC tariffs will be made available for inspection and/or copying at AT&T's offices at 1200 Peachtree Street N.E., Atlanta, Georgia.

DDD NPA Volume Discount Plan

Provides customers with discounted rates after a predetermined calling threshold is reached, as described in Section A11.3.1J of AT&T's Florida General Services Tariff and FCC Tariff No. 1, Section 8.1.1.212.

AT&T MEGACOM WATS Service

Custom Network Services Tariff, C5.4.1D.
AT&T Tariff F.C.C. No. 1, Section 6.5.3.C.10, Page 170.

AT&T All PRO WATS in Florida

Custom Network Services Tariff, C28.3.2.
AT&T Tariff F.C.C. No. 1, Section 6.6.6.G, Page 176.1.47.

Distributed Network Service

Custom Network Services Tariff, C12.3.1C.
AT&T Tariff F.C.C. No. 1, Section 6.12.3.D, Page 178.26

AT&T CustomNet Service

Custom Network Services Tariff, C16.4.4C.
AT&T Tariff F.C.C. No. 1, Section 6.13.1.B.6, Page 178.63

CALL REDIRECT

Custom Network Services Tariff, C17.3.2.

AT&T Tariff F.C.C. No. 1, Section 6.16.3.D, Page 178.73.1

AT&T OPTIMUM Service

Custom Network Services Tariff, C18.4.5B.
AT&T Tariff F.C.C. No. 1, Section 6.17.4.K, Page 178.162

AT&T MEGACOM Plus Service

Custom Network Services Tariff, C22.4.5B.
AT&T Tariff F.C.C. No. 1, Section 6.19.4.F, Page 178.318

AT&T MEGACOM 800 Service

Custom Network Services Tariff, C6.5.1C.
AT&T Tariff F.C.C. No. 2, Section 6.3.2.D, Page 142

AT&T 800 READYLINE Service

Custom Network Services Tariff, C7.3.3.
AT&T Tariff F.C.C. No. 2, Section 6.4.2.D, Page 149

AT&T 800 Plan E

Custom Network Services Tariff, C13.3.2.
AT&T Tariff F.C.C. No. 2, Section 6.11.2.B.2, Page 149.27

AT&T 800 GOLD Service

Custom Network Services Tariff, C19.5B.4.
AT&T Tariff F.C.C. No. 2, Section 10.4.1.D, Page 282 (Nodal Option)
AT&T Tariff F.C.C. No. 2, Section 10.5.1.D, Page 284 (Switched Option)

Provided by: Linda Tipps
AT&T
Manager, Government Affairs
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

Mike Duke
AT&T
Manager, Government Affairs
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 20:

Has AT&T offered any special promotions in Florida as a result of reductions in switched access charges or were AT&T's rates reduced to pass through such reductions? If rates were reduced, please list the rate changes since 1984 that were made in order to flow through the effects of switched access reductions. If promotions were used, please list each one and describe in detail, including the date and eligibility criteria.

ANSWER:

AT&T has not offered any special promotions in Florida as a direct result of reductions in switched access charges. Following is a list of AT&T's rate decreases since 1984 to flow through access reductions in Florida:

<u>Date</u>	<u>Docket No.</u>
February 1, 1987	Unknown
May 1, 1987	Unknown
October 15, 1988	880069-TL
February 1, 1989	881508-TI
February 1, 1990	891199-TL
October 1, 1990	880069-TP
January 16, 1991	890505-TL
January 25, 1991	891239-TL
February 15, 1991	891246-TL
September 1, 1991	910584-TI
January 16, 1992	890505-TL
December 1, 1992	910967-TL

Provided by: Linda Tipps
AT&T
Manager, Government Affairs
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

INTERROGATORY NO. 21:

Please give examples of the type of promotions AT&T would offer if the proposal outlined on page 4 of Mr. Guedel's testimony is accepted by the Florida Public Service Commission.

ANSWER:

Please see Mr. John P. Spooner, Jr.'s direct testimony filed in this docket, page 16, lines 20-25, and page 17, lines 1-25.

Provided by: John P. Spooner, Jr.
Assistant Vice President
AT&T
Suite 1420, 106 East College Avenue
Tallahassee, Florida 32301

AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF LEON**

BEFORE ME, the undersigned authority, personally appeared **JOHN P. SPOONER, JR.**, who deposed and stated that he provided the answers to Interrogatories Nos. 1, 2, 7, 9, 10, 13, 14, 21 of Southern Bell's First Set of Interrogatories served on AT&T in Docket No. 920260-TL, and that the responses are true and correct to the best of his information and belief.

DATED at Tallahassee, Florida, this 10th day of December 1993.

John P. Spooner, Jr.

SWORN TO AND SUBSCRIBED before me this 10th day of Dec., 1993.

NOTARY PUBLIC

State of Florida

My Commission Expires: Notary Public, State of Florida
My Commission Expires Dec. 31, 1994
Bonded thru Troy Feltz Insurance Co.

Stephanie D. Wenslow

AFFIDAVIT

STATE OF Georgia

COUNTY OF Fulton

BEFORE ME, the undersigned authority, peronally appeared Mike Guedel, who deposed and stated that he/she provided the answers to interrogatories Nos. 1, 2, 16, 17 of Southern Bell's First Set of Interrogatories AT&T in Docket No. 920260-TL, and that the responses are true and correct to the best of his/her information and belief.

DATED at Atlanta, Georgia, this 9th day of December, 1993.



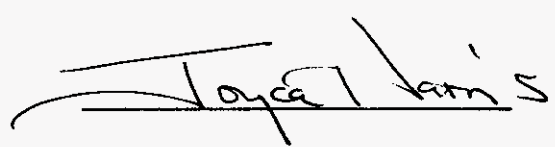
SWORN TO AND SUBSCRIBED before me this 9th day of December, 1993.

NOTARY PUBLIC

State of Georgia

My Commission Expires: April 30, 1996

Notary Public, DeKalb County, Georgia
My Commission Expires April 30, 1996



AFFIDAVIT

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, the undersigned authority, personally appeared Linda Tipps, who deposed and stated that he/she provided the answers to Interrogatories Nos. 3, 5, 8, 11, 12, 15, 19, 20 of Southern Bell's First Set of Interrogatories served on AT&T in Docket No. 920260-TL, and that the responses are true and correct to the best of his/her information and belief.

DATED at Atlanta, Georgia this 9th day of December, 1993.

Linda Tipps

SWORN TO AND SUBSCRIBED before me this 9th day of December, 1993.

NOTARY PUBLIC

State of Georgia

My Commission Expires: April 30, 1996

Notary Public, DeKalb County, Georgia
My Commission Expires April 30, 1996

Tanya Harris

AFFIDAVIT

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, the undersigned authority, personally appeared Mike Duke, who deposed and stated that he/she provided the answers to Interrogatories Nos. 8, 11 and 19 of Southern Bell's First Set of Interrogatories served on AT&T in Docket No. 920260-TL, and that the responses are true and correct to the best of his/her information and belief.

DATED at Atlanta, Georgia this 10th day of December, 1993.

Mike Duke

SWORN TO AND SUBSCRIBED before me this 10th day of December, 1993.

NOTARY PUBLIC

State of Georgia

My Commission Expires: April 30, 1996

Notary Public, DeKalb County, Georgia
My Commission Expires April 30, 1996

Joyce Harris

AFFIDAVIT

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, the undersigned authority, personally appeared Audrey Schmidt, who deposed and stated that he/she provided the answers to Interrogatories Nos. 18 of Southern Bell's First Set of Interrogatories served on AT&T in Docket No. 920260-TL, and that the responses are true and correct to the best of his/her information and belief.

DATED at Atlanta, Georgia this 14th day of December, 1993.

Audrey Schmidt

SWORN TO AND SUBSCRIBED before me this 14th day of December 1993.

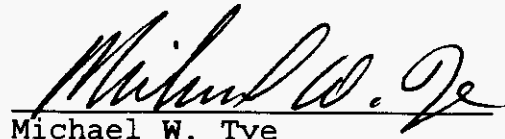
NOTARY PUBLIC

State of Georgia

My Commission Expires: February 13, 1995

Gwendolyn A. Bailey
Notary Public, Clayton County, Georgia.
My Commission Expires February 13, 1995

SUBMITTED this 30th day of December, 1993.

A handwritten signature in cursive script, appearing to read "Michael W. Tye", written over a horizontal line.

Michael W. Tye
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Suite 1410
Tallahassee, FL 32301
(904) 425-6360

ATTORNEY FOR AT&T
COMMUNICATIONS OF THE
SOUTHERN STATES, INC.

CERTIFICATE OF SERVICE

Dockets Nos. 920260-TL, 910163-TL, 910727-TL, 900960-TL

I HEREBY CERTIFY that a correct copy of the foregoing has been furnished by U. S. Mail or hand-delivery to the following parties on this 30th day of December, 1993.

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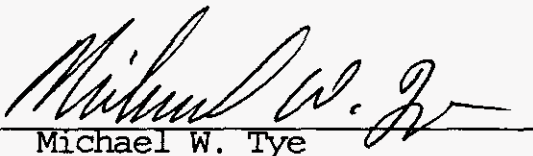
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Michael W. Tye