

EXHIBIT A

LAW OFFICE OF GARY L. FIELD, PLLC

Gary L. Field
Gary A. Gensch
Hai Jiang
Of Counsel:
Norman C. Witte

915 N. Washington
Lansing, Michigan 48906
Telephone (517) 913-5100
Facsimile (517) 913-3471
E-mail: glfield@glfieldlaw.com

August 1, 2006

Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 31221
Lansing, MI 48990-7504

Paperless E-filing

Re: In the matter of the complaint and request for declaratory ruling of the **Michigan Communications Carriers Association; CMC Telecom, Inc.; and Grid4 Communications, Inc.**; against **Michigan Bell Telephone Company d/b/a/ AT&T Michigan** to require AT&T to afford complainants wholesale rates consistent with applicable law. **Case No. U-14975.**

Dear Ms. Kunkel:

Enclosed for filing in the above referenced matter is the *Formal Complaint and Request for Declaratory Ruling*. Also enclosed is a Proof of Service. Please call if you have any questions.

Very truly yours,

GARY L. FIELD, PLLC

Gary L. Field

Gary L. Field

Digitally signed by Gary L. Field
DN: cn=Gary L. Field, c=US, o=Law Office
of Gary L. Field, PLLC, ou=Gary L. Field,
PLLC, email=glfield@glfieldlaw.com
Date: 2006.08.01 16:54:14 -04'00'

GLF/tab
Enclosure

**STATE OF MICHIGAN
IN THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the complaint and request for declaratory
ruling of the **Michigan Communications Carriers
Association; CMC Telecom, Inc.; and Grid 4
Communications, Inc.**; against **Michigan Bell
Telephone Company d/b/a AT&T Michigan** to require
AT&T to afford Complainants wholesale rates consistent
with applicable law.

Case No. U-14975

**FORMAL COMPLAINT AND REQUEST FOR
DECLARATORY RULING**

1. This is a Formal Complaint and Request for Declaratory Ruling brought by the Michigan Communications Carriers Association ("MCCA"); CMC Telecom, Inc. ("CMC"); and Grid 4 Communications, Inc. ("Grid 4"), by their attorneys, the Law Office of Gary L. Field, PLLC and the Witte Law Offices, against Michigan Bell Telephone Company, d/b/a AT&T Michigan (formerly SBC Michigan) ("AT&T"), pursuant to sections 201, 203, 204, and 205 of the Michigan Telecommunications Act ("MTA"), MCL 484.2101 et seq.; sections 251 and 252 of the Federal Communications Act of 1934 ("FTA"), as amended, 47 USC 251 and 252; and Rules 501 et seq. of the Rules of Practice and Procedure Before the Commission, 1999 AC, R 460.17501 *et seq.*

2. The issue in this case is that AT&T has a duty under federal law *not* to impose unreasonable or discriminatory conditions or limitations on the resale of telecommunications services, and AT&T has acted contrary to this duty by failing to make certain discounted services available to competitive local exchange carriers ("CLEC") at wholesale rates based upon the actual retail prices paid by AT&T's retail customers.

3. AT&T routinely offers discounted rates to retail customers that are lower than the lowest wholesale rates it makes available to CLECs. AT&T does not make these discounted rates available

Norman C. Witte Law Office 119 E. Kalamazoo Street - Lansing, Michigan 48933-2111 - (517) 485-0070 - Facsimile (517) 485-0187

to CLECs for resale without imposing unreasonable or discriminatory conditions upon such resale offerings.

4. This Complaint is supported by the testimony of Craig M. Champagne, President of CMC; the testimony of Dr. Gary Wolfram; and certain exhibits.

PARTIES

5. Complainant MCCA is an association of CLECs within the state of Michigan. MCCA is participating in this proceeding on behalf of its member complainants CMC and Grid 4 (collectively, the "Member CLECs").

6. Complainant CMC is a Michigan corporation with offices located at 50481 Pontiac Trail, Wixom, Michigan 48393.

7. Complainant Grid 4 is a Michigan corporation with offices located at 900 Wilshire Drive, Suite 310, Troy, Michigan 48084.

8. AT&T Michigan is an assumed name of Respondent Michigan Bell Telephone Company. Its main offices are located at 444 Michigan Avenue, Room 1750, Detroit, Michigan 48226.

9. The Member CLECs are licensed providers of basic local exchange service and provide telecommunications services in the State of Michigan.

10. AT&T is a licensed provider of basic local exchange service and provides telecommunications services in the State of Michigan.

JURISDICTION AND SCOPE

11. An association is permitted to represent the interests of its members before the Michigan Public Service Commission ("MPSC" or "Commission"). *See* MPSC Case No. U-8084, pp. 39-43 (May 20, 1986 Order).

12. The Commission has jurisdiction and authority to administer the MTA. Under section 201 of the MTA, MCL 484.2201, the Commission has authority to enforce any relevant delegated authority under the FTA.

13. Section 252(d)(3) of the FTA, 47 USC 252(d)(3), requires state commissions to determine wholesale rates, on the basis of retail rates charged, for the purposes of resale. *See also* 47 CFR 51.605(a).

14. An incumbent local exchange carrier ("ILEC") such as AT&T may not impose a restriction on resale that is not otherwise permitted by federal law unless the ILEC proves to the state commission that the restriction is reasonable and nondiscriminatory. 47 CFR 51.613(b).

15. Section 204 of the MTA, MCL 484.2204, provides that if two or more telecommunication providers are unable to agree on a regulated matter, then either provider may apply to the Commission for resolution of the matter.

16. Section 205(1) of the MTA, MCL 484.2205(1), permits the Commission to investigate and resolve complaints.

17. Section 203(1) of the MTA, MCL 484.2203, authorizes the Commission, upon receipt of a complaint, to conduct an investigation, hold hearings, issue its findings, and order relief under the contested case provisions of the Michigan Administrative Procedures Act of 1969, MCL 24.201 *et seq.*

18. The Commission has the discretion whether to enter a declaratory ruling. 1999 AC, R 460.17701(3).

19. Due to the declaratory nature of the relief requested in this action, Petitioners are not requesting that the Commission award any form of monetary damages in this proceeding.

FACTS

20. AT&T is an ILEC. AT&T commands approximately 80% of the local service market in areas in which it is the incumbent carrier. The rest is split between the CLECs competing with AT&T.

21. Member CLECs are CLECs that compete with AT&T.

22. Member CLECs desire to purchase services from AT&T on a wholesale basis, as provided in 47 USC 251(c)(4), for resale to their customers. That section provides in part that AT&T must make available "any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers."

23. As CLECs, Member CLECs are entitled to purchase services for resale from AT&T at wholesale rates pursuant to the FTA (*see* 47 USC 251(c)(4)(A)) and the Code of Federal Regulations (*see* 47 CFR 51.605(a)).

24. Also, ILECs are prohibited from imposing unreasonable or discriminatory conditions or limitations on the resale of telecommunications services pursuant to the FTA (*see* 47 USC 251(c)(4)(B)) and the Code of Federal Regulations (*see* 47 CFR 51.613).

25. AT&T routinely offers discounted services to subscribers who are not telecommunications carriers under what it calls its "Winback" program. Under the Winback

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program, AT&T offers former AT&T customers who have become CLEC subscribers heavy discounts, free months of service, and cash incentives to re-subscribe to AT&T's service.

26. While AT&T will permit CLECs to purchase services at the Winback rates on a wholesale basis if they are taking a customer from another CLEC, AT&T fails to make its Winback wholesale pricing available to CLECs attempting to win customers from AT&T. By way of illustration, under AT&T's Tariff 20R "Ameritech Valuelink Extra with Toll and Valuelink Extra – Select Winback Offering," AT&T limits eligibility to "Carrier's customers currently served by a *competitive local exchange carrier* within Ameritech Michigan territory and who now wish to establish business service with Ameritech's Carrier." *See id.* at Sheet No. 22.2.1 (emphasis supplied). A copy of the relevant portions of Tariff 20R is attached as Exhibit A-4 (CMC-4) to the testimony of Craig Champagne.

27. If CLECs are prohibited from purchasing services from AT&T for resale at the Winback rate less the wholesale discount, AT&T's wholesale rate is set at a level in excess of AT&T's retail Winback rate.

28. The Winback program restricts the CLECs' ability to purchase telecommunications services from AT&T at a proper wholesale rate, and thereby imposes unreasonable and discriminatory conditions upon the resale of telecommunications services.

29. AT&T also provides discounts to its retail customers that commit to purchasing a certain volume of telecommunications services ("volume discounts") and/or that commit to purchasing telecommunications services for a certain period of time ("term discounts").

30. However, in applying these term and volume discounts to CLECs' purchase of telecommunications services for resale, AT&T fails to appropriately aggregate the CLECs' volume of telecommunications purchases in determining whether the CLECs are eligible to receive the

volume discounts, and AT&T fails to properly apply its term discounts to CLECs' purchase of telecommunications services.

31. Failing to properly apply these term and volume discounts to AT&T's determination of the retail rate to which AT&T will apply the wholesale discount places an unreasonable or discriminatory condition or limitation on the resale of telecommunications.

COUNT I

AT&T'S VIOLATION OF 47 USC 251(C)(4) - WINBACK

32. All preceding paragraphs are realleged.

33. Under the FTA, the MPSC has the duty to determine wholesale rates, on the basis of retail rates charged, for the purposes of resale. 47 USC 252(d)(3). See also 47 CFR 51.605(a).

34. Under 47 USC 251(c)(4)(B), AT&T has an affirmative duty "not to prohibit, and not to impose *unreasonable or discriminatory conditions or limitations* on, the resale of such telecommunications service...." (Emphasis supplied.)

35. In discussing generally restrictions that ILECs place upon their resale offerings to CLECs, the FCC stated:

We conclude that resale restrictions are *presumptively unreasonable*. Incumbent LECs can rebut this presumption, but only if the restrictions are narrowly tailored.... Given the probability that restrictions and conditions may have anticompetitive results, we conclude that it is consistent with the procompetitive goals of the 1996 Act to presume resale restrictions and conditions to be unreasonable and therefore in violation of section 251(c)(4). This presumption should reduce unnecessary burdens on resellers seeking to enter local exchange markets, which may include small entities, by reducing the time and expense of proving affirmatively that such restrictions are unreasonable.

In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98, FCC 96-325, 11 FCCR 15499, ¶ 939 (rel. Aug. 8, 1996) (emphasis supplied) (“Local Competition Order”).

36. The FCC also found that an ILEC’s obligation to offer to resell retail telecommunications services at wholesale rates extends to an ILEC’s promotional or discounted offerings. The FCC stated that the Section 251(c)(4) resale obligation

makes no exception for promotional or discounted offerings, including contract and other customer-specific offerings. We therefore conclude that no basis exists for creating a general exemption from the wholesale requirement for all promotional or discount service offerings made by incumbent LECs.

Local Competition Order, ¶ 948. The FCC limited an ILEC’s resale obligation to those promotional offerings greater than 90 days in duration. *Id.* at ¶ 950; 47 CFR 51.613(a)(2).

37. In interpreting ¶ 948 of the FCC’s *Local Competition Order*, the North Carolina Utilities Commission reasoned:

The [North Carolina Utilities] Commission interprets ¶ 948 of the FCC’s Local Competition Order to mean that an ILEC’s duty to resell telecommunications services it offers at retail does not exclude an ILEC’s promotional discounts. The FCC clearly stated that any other conclusion would allow ILECs routinely to create promotions or nonstandard offerings just to avoid their resale obligation. The FCC was concerned that ILEC promotions could become *de facto* standard offerings that would not be made available to resellers and would therefore undercut the duty to resell retail services to resellers at wholesale rates.

In re Implementation of Session Law 2003-91, Senate Bill 814 Titled “An Act to Clarify the Law Regarding Competitive and Deregulated Offerings of Telecommunications Services”, Docket No. P-100, Sub 72b, pp. 9-10 (N.C. Utilities Commission, Dec. 22, 2004) (available at <http://ncuc.commerce.state.nc.us/cgi-bin/webview/senddoc.pgm?dispfmt=&itype=Q&authorization=&parm2=LAAAAA75340B>).

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38. Unless otherwise permitted by 47 CFR 51.613(a), AT&T may only impose restrictions upon resale that a state commission determines are reasonable and nondiscriminatory, an issue upon which AT&T bears the burden of proof. *See* 47 CFR 51.613(b).

39. AT&T's restriction on the resale of the Winback product is not permitted under 47 CFR 51.613(a), and this Commission has not issued an order permitting such restriction.

40. AT&T does not offer Winback for resale to prospective customers of petitioners who are currently AT&T subscribers.

41. The restriction on Winback to CLEC customers serves no purpose except to insulate AT&T's existing customers from competitive Winback offers from CLECs.

42. AT&T's restriction limiting the use of the Winback retail product to existing CLEC customers is anti-competitive in purpose.

43. AT&T's restriction limiting the use of the Winback retail product to existing CLEC customers is anti-competitive in effect.

44. AT&T's restriction limiting the use of the Winback retail product to existing CLEC customers is unreasonable and discriminatory.

WHEREFORE, the Petitioners request that the Commission:

- a) Issue an order under the Commission's authority to establish wholesale rates and to determine whether an ILEC's resale restrictions are reasonable and nondiscriminatory, and direct AT&T to comply with 47 USC 251(c)(4)(A) and (B) and 47 CFR 51.613;
- b) Issue an order directing AT&T to offer Winback services for resale at wholesale prices, without restriction and without regard to whether the end user takes service from AT&T or a CLEC;

- c) Issue an order determining that the restriction of Winback offerings to only customers of CLECs is unreasonable and discriminatory;
- d) Issue an order requiring AT&T (i) to provide a list to any CLEC of current AT&T customers that AT&T obtained from that CLEC within the previous two years through use of its unreasonable and discriminatory Winback program, (ii) to permit the CLEC to seek to win such customers without requiring that the customers be bound by any term and volume restrictions that resulted from AT&T's Winback offering, and (iii) to provide to such customers notice upon request that accepting a Winback offer from the CLEC will not breach the customer's contract with AT&T;
- e) Issue an order requiring AT&T to adopt a mechanism whereby it informs CLECs on its password-protected website "CLEC Online" of any pricing that AT&T makes available at retail, including any prices offered on an individual contract basis, and also including any volume and term requirements associated with the price that the CLEC would have to meet; and
- f) Issue an order directing any other relief that the Petitioners are entitled to based on the law and the facts in this case.

COUNT II

AT&T'S VIOLATION OF 47 USC 251(c)(4) – VOLUME DISCOUNTS

45. All preceding paragraphs are realleged.

46. As discussed, Section 251(c)(4)(A) of the FTA and 47 CFR 51.605(a), which implements the FTA, require an ILEC to offer to CLECs for resale at wholesale rates any telecommunications service that the ILEC provides at retail to subscribers who are not telecommunications carriers.

Section 251(c)(4)(B) of the FTA prohibits ILECs from imposing unreasonable or discriminatory conditions or limitations on the resale of telecommunications services. Section 252(d)(3) of the FTA requires state commissions to, for the purposes of resale, “determine wholesale rates on the basis of retail rates charged subscribers for the telecommunications service requested.” There is no general exception from the wholesale requirement for an ILEC’s promotional or discounted service offerings. *Local Competition Order* at ¶ 948.

47. Member CLECs seek to purchase from AT&T at wholesale rates those telecommunications services that AT&T offers at retail to its customers, taking into account volume discounts that AT&T makes available at retail for more than 90 days. That such wholesale rates should be made available to Member CLECs is grounded upon the requirement in section 252(d)(3) of the FTA that state Commissions base wholesale rates on “*retail rates charged subscribers* for the telecommunications service requested.” (Emphasis added.) The “retail rates charged subscribers” include discounts and promotions offered for more than 90 days. *Local Competition Order*, ¶¶ 948-50; 47 CFR 51.613. See also *In re Implementation of Session Law 2003-91, Senate Bill 814 Titled “An Act to Clarify the Law Regarding Competitive and Deregulated Offerings of Telecommunications Services”*, Docket No. P-100, Sub 72b, pp. 9-12 (N.C. Utilities Commission, Dec. 22, 2004), *rev’d in part at BellSouth Telecommunications, Inc. v. Sanford*, Docket No. 3:05CV345-MU, slip opinion, (W.D. N.C., Charlotte Division, May 15, 2006) (available at <http://ncuc.commerce.state.nc.us/cgi-bin/webview/senddoc.pgm?dispfmt=&itype=Q&authorization=&parm2=3BAAAA63160B>).

48. However, AT&T limits the availability of its volume-discounted retail services and does not properly aggregate CLECs’ volume of purchases in setting the CLECs’ wholesale pricing for such services.

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49. According to the FCC, restrictions on resale are presumptively unreasonable, and the ILEC bears the burden to rebut such presumptions, but only if its restrictions are narrowly tailored. *Local Competition Order*, ¶ 939. This presumption of unreasonableness is also represented in the federal rules:

With respect to any restrictions on resale not permitted under paragraph (a), an incumbent LEC may impose a restriction only if it proves to the state commission that the restriction is reasonable and nondiscriminatory.

47 CFR 51.613(b).

50. The FCC has concluded that volume restrictions in particular are presumptively unreasonable:

With respect to volume discounts, however, we conclude that it is presumptively unreasonable for incumbent LECs to require individual reseller end users to comply with incumbent LEC high-volume discount minimum usage requirements, so long as the reseller, in aggregate, under the relevant tariff, meets the minimal level of demand. . . . We believe restrictions on resale of volume discounts will frequently produce anticompetitive results without sufficient justification. We, therefore, conclude that such restrictions should be considered presumptively unreasonable.

Local Competition Order, ¶ 953.¹

51. AT&T's volume discount factors are progressive. The more volume a customer purchases, the greater percentage discount the customer receives. If a smaller volume customer purchases telecommunications services from AT&T, the customer is entitled to a smaller volume discount, if any.

¹ See also *Order Instituting Rulemaking on the Commission's Own Motion Into Competition for Local Exchange Service*, Decision No. 00-07-019, 2000 Cal. PUC LEXIS 570, p. *14 (Cal. Public Utilities Commission, July 6, 2000) (finding that the "only basis for permitting the ILECs to retain this [toll aggregation] resale restriction is if we find that the ILECs have provided such justifications sufficient to overcome the presumption that such restrictions are unreasonable in accordance with the standard set forth in Section 953 of the FCC Order"); *In the Matter of the Complaint Against Southwestern Bell Telephone Company by AT&T Communications of the Southwest, Inc. Regarding Aggregation Issues*, Docket No. 98-SWBT-466-COM, 1998 Kan. PUC LEXIS 121, ¶ 9 (Kan. Corporation Commission, Aug. 26, 1998) (finding that the "FCC's rules, expressed in the *Local Competition Order*, P953, make it abundantly clear that aggregation must be permitted, and that [the ILEC] has the burden to prove that its tariff restrictions are reasonable").

52. CLECs typically purchase large volumes of telecommunications services from AT&T. As recognized by the FCC, such CLECs are thus large volume customers of the ILEC and are entitled to the larger percentage discounts without regard to the volume of services purchased by the ultimate end user.

53. AT&T's restriction on the application of its volume discounts is not permitted under 47 CFR 51.613(a), and this Commission has not issued an order which would authorize such restriction.

54. Therefore, it is unreasonable and discriminatory for AT&T to fail to aggregate the volumes of services that CLECs purchase in determining the appropriate wholesale rate.

55. By failing to properly apply volume discounts when offering retail services for resale, AT&T has violated and eviscerated its obligation to offer its retail services for resale without unreasonable and discriminatory conditions, and has violated 47 USC 251(c)(4), 47 CFR 51.605(a), and 47 CFR 51.613(b).

WHEREFORE, the Petitioners request that the Commission:

- a) Issue an order under the Commission's authority to establish wholesale rates and to determine whether an ILEC's resale restrictions are reasonable and nondiscriminatory, and direct AT&T to comply with 47 USC 251(c)(4)(A) and (B) and 47 CFR 51.613;
- b) Issue an order directing AT&T (i) to offer its volume-discounted retail prices for resale at wholesale prices, and (ii) to aggregate the volumes of a CLEC's total purchases to determine which AT&T's volume discounts pricing level the CLEC is entitled;
- c) Issue an order determining that the conditions and requirements that AT&T has imposed regarding the resale of its volume-discounted retail offerings are unreasonable and discriminatory;

- d) Issue an order requiring AT&T to adopt a mechanism whereby it informs CLECs on its password-protected website “CLEC Online” of any pricing that AT&T makes available at retail, including any prices offered on an individual contract basis, and also including any volume and term requirements associated with the price that the CLEC would have to meet; and
- e) Issue an order directing any other relief that the Petitioners are entitled to based on the law and the facts in this case.

COUNT III

AT&T’S VIOLATION OF 47 USC 251(C)(4) – TERM DISCOUNTS

56. All preceding paragraphs are realleged.

57. As discussed, Section 251(c)(4)(A) of the FTA and 47 CFR 51.605(a), which implements the FTA, require an ILEC to offer to CLECs for resale at wholesale rates any telecommunications service that the ILEC provides at retail to subscribers who are not telecommunications carriers. Section 251(c)(4)(B) of the FTA prohibits ILECs from imposing unreasonable or discriminatory conditions or limitations on the resale of telecommunications services. Section 252(d)(3) of the FTA requires state Commissions to, for the purposes of resale, “determine wholesale rates on the basis of retail rates charged subscribers for the telecommunications service requested.” There is no general exception from the wholesale requirement for an ILEC’s promotional or discounted service offerings. *Local Competition Order* at ¶ 948.

58. AT&T offers certain services at retail that permit customers to obtain lower pricing if the customer commits to take the service for a period of time, typically a term of years. AT&T does not

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offer discounted term pricing to CLECs without the CLECs committing to serve a specific end user with such service for the prescribed term. However, imposition of such a condition upon CLECs when a CLEC is reselling services, that is, requiring the CLEC to sell to a particular end user for a prescribed term of years, is an unreasonable, discriminatory condition, restriction, and limitation.

59. The FCC expressed its concern over the anticompetitive effects of such restrictions, but left the decision as to whether such restrictions are reasonable to the state commissions.

We are concerned that conditions that attach to promotions and discounts could be used to avoid the resale obligation to the detriment of competition. Allowing certain incumbent LEC end user restrictions to be made automatically binding on reseller end users could further exacerbate the potential anticompetitive effects. We recognize, however, that there may be reasonable restrictions on promotions and discounts. We conclude that the substance and specificity of rules concerning which discount and promotion restrictions may be applied to resellers in marketing their services to end users is a decision best left to state commissions, which are more familiar with the particular business practices of their incumbent LECs and local market conditions.

Local Competition Order, ¶ 952.

60. There are at least three reasons why the term restrictions that AT&T imposes on resellers are unreasonable and discriminatory.

- a) First, CLECs that purchase telecommunications services from AT&T for resale have a constant need for services. Thus, even if a specific end user customer of a CLEC does not adhere to the term restrictions that AT&T would impose upon its retail customers, the CLEC itself is, in the aggregate, a long-term customer of AT&T and certainly has and will purchase telecommunications services from AT&T for an extensive period of time .
- b) Second, a primary purpose of term restrictions is to ensure that a telecommunications provider is able to recover its costs of initially extending service to a customer. For example, if a carrier determines that it must recover in total \$600 to recoup its costs of extending

service to a certain customer, then the carrier will establish a minimum term requirement of 12 months when offering the service at \$50 per month. However, irrespective of whether a customer is AT&T's retail customer or a CLEC's resale customer, AT&T is the carrier that is providing (and being compensated for) the loop, and thus does not face any significant risk of being unable to recover its costs of extending service.

- c) Third, as a matter of public policy, CLECs should face very limited restrictions in their purchase of telecommunications services at resale. The purpose of resale is to permit CLECs to accumulate a mass of customers, whether initial customers for a start-up CLEC or additional customers in a new area into which an existing CLEC is expanding. These accumulated resale customers in turn provide the CLEC with enough revenues to permit the CLEC to acquire its own switches and other equipment. However, imposing conditions that would require CLECs to require its individual end users to be served via a resale platform for longer periods of time than is economic creates severe limitations on the services that CLECs can offer end users on a competitive basis. Thus, the competitive purpose of CLECs moving customers to their own switching is defeated by requiring CLECs to require their customers to adhere to term restrictions.

61. AT&T's term requirements that it imposes on its resale offerings are unreasonable and discriminatory and this Commission has not issued an order permitting such conditions and restrictions.

62. By failing to properly offer retail services without term requirements being imposed on a CLEC's end users, AT&T has violated and eviscerated the wholesale and restriction on resale requirements in 47 USC 251(c)(4), 47 CFR 51.605(a), and 47 CFR 51.613(b).

WHEREFORE, the Petitioners request that the Commission:

- a) Issue an order under the Commission's authority to establish wholesale rates and to determine whether an ILEC's resale restrictions are reasonable and nondiscriminatory, and direct AT&T to comply with 47 USC 251(c)(4)(A) and (B) and 47 CFR 51.613;
- b) Issue an order directing AT&T (i) to offer its term-discounted retail prices for resale at wholesale prices, and (ii) to offer such pricing without the CLECs' individual end users being required to purchase such services for prescribed terms;
- c) Issue an order determining that AT&T's requirement that CLEC's individual end users commit to purchasing service for a prescribed term via the resale platform is unreasonable and discriminatory;
- d) Issue an order requiring AT&T to adopt a mechanism whereby it informs CLECs on its password-protected website "CLEC Online" of any pricing that AT&T makes available at retail, including any prices offered on an individual contract basis, and also including any volume and term requirements associated with the price that the CLEC would have to meet; and
- e) Issue an order directing any other relief that the Petitioners are entitled to based on the law and the facts in this case.

COUNT IV

DECLARATORY RULING

63. All preceding paragraphs are realleged.

64. The decision to issue a declaratory ruling is within the discretion of the Commission.

1999 AC, R 460.17701(3).

65. As discussed, Section 252(d)(3) of the FTA, 47 USC 252(d)(3), requires state commissions to determine wholesale rates, on the basis of retail rates charged, for the purposes of resale. *See also* 47 CFR 51.605(a).

66. AT&T does not offer for resale its retail services “on the basis of retail rates charged” as discussed in the three Counts above.

67. These restrictions that AT&T places on its resale of telecommunications services amount to unreasonable or discriminatory conditions or limitations on the resale of telecommunications services, and are thus contrary to section 251(c)(4)(B) of the FTA.

68. If an ILEC has not proven to the state Commission that the restrictions and limitations that it seeks to impose on its resale obligation are reasonable and nondiscriminatory (and unless a restriction on resale involves cross-class selling or short term promotions as described at 47 CFR 51.613(a)), ILECs are prohibited from imposing any conditions, restrictions, or limitations on its resale obligations. 47 CFR 51.613(b).

69. Therefore, for the purposes of determining the wholesale rate, AT&T’s retail rate must be determined without regard to the above discussed unreasonable and discriminatory conditions, restrictions, and limitations.

70. WHEREFORE, the Petitioners request that the Commission issue a declaratory ruling under the Commission’s authority to establish wholesale rates and to determine whether an ILEC’s resale restrictions are reasonable and nondiscriminatory, declaring that the retail rate that AT&T must use in determining the wholesale rate must be determined without regard to the above discussed unreasonable and discriminatory conditions, restrictions, and limitations.

Dated: August 1, 2006

Respectfully submitted,

**MICHIGAN COMMUNICATIONS
CARRIERS ASSOCIATION; CMC
TELECOM, INC.; AND GRID 4
COMMUNICATIONS, INC.**

**Gary L.
Field**

Digitally signed by Gary L. Field
DN: cn=Gary L. Field, c=US, o=Law
Office of Gary L. Field, PLLC,
ou=Gary L. Field, PLLC,
email=gfield@glfieldlaw.com
Date: 2006.08.01 17:03:16 -04'00'

Gary L. Field (P37270)
Gary A. Gensch, Jr. (P66912)
LAW OFFICE OF GARY L. FIELD, PLLC
915 N. Washington Avenue
Lansing, Michigan 48906
(517) 913-5100
Facsimile (517) 913-3471
gfield@glfieldlaw.com

Norman C. Witte (P40546)
WITTE LAW OFFICES
119 E. Kalamazoo Street
Lansing, Michigan 48933-2111
(517) 485-0070
Facsimile (517) 485-0187
ncwitte@wittelaw.com

Attorneys for Petitioners

**STATE OF MICHIGAN
IN THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the complaint and request for declaratory
ruling of the **Michigan Communications Carriers**
Association; CMC Telecom, Inc.; and Grid 4
Communications, Inc.; against **Michigan Bell**
Telephone Company d/b/a AT&T Michigan to require
AT&T to afford Complainants wholesale rates consistent
with applicable law.

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Case No. U-14975

DIRECT TESTIMONY

OF

CRAIG M. CHAMPAGNE

1 **Q. Please state your name and address.**

2 **A.** I am Craig M. Champagne. My business address is 50481 Pontiac Trail, Wixom,
3 Michigan 48393.

4 **Q. By whom are you employed and what are your duties?**

5 **A.** I am the President of CMC Telecom, Inc. ("CMC"). I am responsible for the
6 management and operation of CMC.

7 **Q. Please describe CMC.**

8 **A.** CMC is a competitive local exchange carrier ("CLEC") that competes with
9 Michigan Bell Telephone Company, d/b/a AT&T Michigan (formally SBC
10 Michigan) ("AT&T"). AT&T is the incumbent local exchange carrier ("ILEC")
11 of telecommunication services in many parts of Michigan.

12 **Q. Please describe CMC's dealings with AT&T.**

13 **A.** As part of its business operations, CMC purchases telecommunication services
14 from AT&T and resells them to end users of telecommunication services.

15 **Q. Why are you testifying?**

16 **A.** I am testifying in support of a Complaint and Request for Declaratory Relief
17 ("Complaint") that the Michigan Communications Carriers Association
18 ("MCCA"), CMC Telecom, Inc. ("CMC"), and Grid 4 Communications, Inc.
19 ("Grid 4") (the "CLECs") filed against AT&T to resolve a dispute between the
20 CLECs and AT&T. The dispute concerns the wholesale rate at which AT&T
21 must sell telecommunications services to the CLECs. As part of their Complaint,
22 the CLECs contend that the manner in which AT&T offers its Winback program
23 for resale and applies its term and volume discounts to resale offerings is
24 unreasonable and discriminatory.

25 **Q. Please describe AT&T's Winback program.**

26 **A.** Under AT&T's Winback program, AT&T offers discounted services to business
27 and residential subscribers who are not telecommunications carriers. Specifically,
28 AT&T offers CLEC subscribers heavy discounts, free months of service, and cash
29 incentives to re-subscribe to AT&T's service. For examples of AT&T's Winback
30 offerings to business subscribers, see AT&T's Tariff MPSC 20R, Part 4, Section
31 2, Sheet 56 (ValueLink Extra), Sheet 95 (SimpleLink Enhanced), Sheet 100

1 (CompleteLink Winback Reloaded), and Sheet 111 (CompleteLink 2.0 Winback).
2 These sheets are attached as **Exhibit A-1 (CMC-1)**. Also see AT&T's
3 promotional service offerings, Tariff MPSC 20R, Part 2, Section 8, Sheets 30, 38,
4 43, 58, 70, 75, 77, and 97. These sheets are attached as **Exhibit A-2 (CMC-2)**.
5 For an example of AT&T's Winback offerings to residential subscribers, see
6 AT&T's promotional service offerings, Tariff MPSC 20R, Part 2, Section 8,
7 Sheets 10, 11, 13, 22, 26, 29, 63, 84, and 85. These sheets are attached as **Exhibit**
8 **A-3 (CMC-3)**.

9 **Q. Does AT&T make available the Winback rates to CLECs for resale?**

10 **A.** While it appears that AT&T permits CLECs to purchase services at the Winback
11 rates on a wholesale basis if CLECs are taking a subscriber from another CLEC,
12 AT&T does not make its Winback wholesale pricing available to CLECs so that
13 they can win customers from AT&T.

14 **Q. Do AT&T's tariffs reveal the basis for AT&T not making Winback rates**
15 **available for resale where a CLEC is attempting to win an AT&T**
16 **subscriber?**

17 **A.** Yes. For example, in its Tariff MPSC No. 20R, Part 22, Section 3, Sheets 22.2.1
18 through 22.2.4 and 25 through 27 (attached as **Exhibit A-4 (CMC-4)**), AT&T
19 permits a Carrier's "eligible Business customers" that subscribe to ValueLink
20 Extra services to receive various discounts and rebates. Sheet 22.2.1 of the tariff
21 states that "eligible customers" are:

22 "Carrier's customers currently *served by a competitive local*
23 *exchange carrier* within [AT&T's] territory and who now wish to
24 establish business service with [AT&T's] Carrier." (Emphasis
25 added.)

26 Similar limitations exist in the other ValueLink Extra - Winback tariff sheets. See
27 Sheets 22.2.3 and 22.2.4. Thus, AT&T's tariff permits a Carrier to take
28 advantage of this Winback rate only where the Carrier's customer is "currently
29 served by a [CLEC] within [AT&T's] territory" and chooses to establish business
30 service with the Carrier. The tariff *does not* permit the Carrier to use the Winback
31 rate where the Carrier's customer is currently served by AT&T.

1 **Q. Are there any other similar restrictions in AT&T's tariffs?**

2 **A.** Yes. For example, in AT&T's Tariff MPSC No. 20R, Part 22, Section 3, Sheets
3 83 through 87 (attached as **Exhibit A-5 (CMC-5)**), AT&T offers Winback
4 discounts for its SimpleLink Enhanced service, and again these discounts only
5 apply to "Carrier's business customers who have their business network access
6 line(s) with *another competitive local exchange carrier.*" See Sheet 83 (emphasis
7 added). The same restriction is present in AT&T's CompleteLink Winback
8 Reloaded plan at Tariff MPSC No. 20R, Part 22, Section 3, Sheet 98 (attached as
9 **Exhibit A-6 (CMC-6)**); and AT&T's CompleteLink 2.0 Winback plan at Tariff
10 MPSC No. 20R, Part 22, Section 3, Sheet 109 (attached as **Exhibit A-7 (CMC-**
11 **7)**).

12 **Q. How do AT&T's Winback rates that it offers at retail compare with the**
13 **wholesale rates at which AT&T offers the same services to CLECs for**
14 **resale?**

15 **A.** AT&T's Winback rates are *lower than* the rates at which CLECs can purchase the
16 same services at resale. For example, AT&T has established a Winback program
17 for its Custom BizSaver service offering. AT&T's Tariff MPSC No. 20R, Part 4,
18 Section 5, Sheets 43 through 46.4 (attached as **Exhibit A-8 (CMC-8)**). This
19 program applies to business customers with 1 to 10 business lines who have their
20 business network access lines with a CLEC and wish to establish such service
21 with AT&T. Sheet 43. For illustrative purposes, Sheet 46.4 reveals that AT&T
22 sells its Custom BizSaver Unlimited Local Calling service (without BASICS) to
23 its retail customers who purchase 5 lines and make a 36-month commitment at the
24 price of \$104.95 per month. This amounts to \$1,259.40 per year over the 36-
25 month period. In addition, AT&T's retail customers receive two months of
26 service free as part of this Winback offer. Sheet 44. This is a \$209.90 discount,
27 which brings the first-year total to \$1,049.50. Years 2 and 3 are also reduced to
28 \$1,049.50 per year as a result of an AT&T promotion that provides four more
29 months of service free. AT&T's Tariff MPSC No. 20R, Part 2, Section 8, Sheet
30 43 (attached as **Exhibit A-9 (CMC-9)**). Further, under AT&T's Seal the Deal
31 promotion, which AT&T made available from January 2, 2005 through June 30,

1 2006, AT&T provided a \$40.00 per access line credit for these Winback
2 customers. AT&T's Tariff MPSC No. 20R, Part 2, Section 8, Sheet 70 (attached
3 as **Exhibit A-10 (CMC-10)**). Applied over 5 lines, this provides another \$200.00
4 discount in year one. Therefore, AT&T offered these services to its retail
5 customers for the following prices:

6 Year One = \$849.50

7 Year Two = \$1,049.50

8 Year Three = \$1,049.50

9 Total Three Year Price = \$2,948.50

10
11 AT&T makes its Custom BizSaver service offering available to CLECs at resale.
12 The wholesale price for a 36-month, 5-line, Unlimited Local Calling package is
13 \$106.68 per month, or \$1,280.16 per year over the 36-month period, for a total of
14 \$3,840.48. AT&T's Tariff MPSC No. 20R, Part 22, Section 3, Sheet 69.1
15 (attached as **Exhibit A-11 (CMC-11)**). As discussed, AT&T does not make its
16 Winback offerings available to CLECs where CLECs are attempting to win one of
17 AT&T's customers. Thus, AT&T offers the above-described service to its *retail*
18 customers over a 36-month period for \$891.98 *less than* AT&T offers the same
19 service to CLECs at wholesale for *resale* where CLECs are attempting to win an
20 AT&T customer ($\$3,840.48 - \$2,948.50 = \$891.98$). Accordingly, when AT&T
21 is seeking to win one of CLECs' customers, AT&T offers a retail price that is
22 approximately *23% less* than the price that at which CLECs are able to purchase
23 identical services for resale when attempting to win an AT&T customer.

24 **Q. Do you have any further examples of AT&T's Winback retail offerings that**
25 **it makes available at retail?**

26 **A.** Yes. **Exhibit A-14 (GLW-1)** to Dr. Gary Wolfram's testimony reveals a retail
27 offer that AT&T made to Mammoth Video, which was a customer of Grid 4.
28 AT&T offered to sell a total of 95 business lines with a 12-month term
29 commitment for a total of \$3,022.03 per month. **Exhibit A-12 (CMC-12)** shows
30 a retail offer that AT&T made to CDP Environmental, Inc., which was a customer
31 of CMC. This offer is for a 36-month term. AT&T offered to sell 5 business

1 lines with unlimited local calling for \$81.90 per month (($\104.95 per month X 36
2 months - $\$829.70$ discount) divided by 36 months = $\$81.90$). Similarly, see the
3 offer AT&T made at **Exhibit A-15 (GLW-2)** to Dr. Gary Wolfram's testimony.

4 **Q. What harm have CLECs incurred as a result of AT&T's failure to make**
5 **Winback rates available?**

6 **A.** First, CLECs have been required to pay excessive resale rates to AT&T. Properly
7 calculated resale rates should have been based on the retail rates that AT&T
8 actually charges, including and taking into account all discounted pricing for
9 programs that last more than 90 days. However, as discussed, other than in a few
10 limited situations, AT&T does not offer Winback rates to CLECs, and therefore
11 CLECs have been consistently over-paying for such resale services. Also, as
12 discussed more fully in the testimony of Dr. Gary Wolfram, the fact that AT&T
13 does not make its Winback rates available where CLECs' customer is a current
14 AT&T subscriber caused CMC and other CLECs to unfairly lose subscribers and
15 market share to AT&T.

16 **Q. Please describe AT&T's volume discounts.**

17 **A.** AT&T provides discounts to its retail customers where they purchase a certain
18 volume of telecommunications services. For example, under AT&T's
19 SimpleLink Enhanced II service offering, when the customer makes a 3-year
20 commitment, AT&T offers a 9% discount for customers that agree to a minimum
21 monthly revenue commitment ("MMRC") of $\$45.00$, a 10% discount for an
22 $\$85.00$ commitment, and an 11% discount for a $\$200.00$ commitment. AT&T's
23 Tariff MPSC No. 20R, Part 4, Section 2, Sheet 105 (attached as **Exhibit A-13**
24 **(CMC-13)**). As this example shows, AT&T's volume discount factors are
25 progressive. The more volume a customer purchases, the greater percentage
26 discount the customer receives. AT&T's progressive volume discounts are very
27 typical for several of AT&T's offerings.

28 **Q. Does AT&T make available these volume discounts to CLECs for resale?**

29 **A.** Yes and no. AT&T does not offer for resale its volume price discounts it offers to
30 its own customers on an ICB basis. However, if AT&T tariffs the price-
31 discounted volume service and AT&T determines that the CLEC has met the

1 criteria for the offering, AT&T does offer the program at resale. However, AT&T
2 requires that each of the CLEC's end users meet the volume thresholds. AT&T
3 does not view the CLEC as its customer and does not permit the CLEC to
4 aggregate volumes of the CLEC's end users.

5 **Q. Please describe AT&T's term discounts.**

6 **A.** AT&T also provides discounts to its retail subscribers that commit to purchasing
7 telecommunications services from AT&T for a specified period of time. Using
8 the above example, in its SimpleLink Enhanced II service offering, where a
9 customer agrees to a revenue commitment of \$200.00, AT&T provides a 9%
10 discount for a 1-year term commitment, a 10% discount for a 2-year term
11 commitment, and an 11% discount for a 3-year term commitment. See **Exhibit**
12 **A-13 (CMC-13).**

13 **Q. Does AT&T make available these term discounts to CLECs for resale?**

14 **A.** Yes and no. I would have to say that AT&T makes its term price discounts
15 available for resale in the same manner that it makes its volume price discounts
16 available for resale. However, when making its term pricing available for resale,
17 AT&T does not treat the CLEC as its customer and does not offer its term pricing
18 to CLECs without requiring the CLECs' individual customers to commit to
19 purchase the service for a given term.

20 **Q. What are CLECs asking the Michigan Public Service Commission to do?**

21 **A.** CLECs are asking the Commission to resolve this dispute as required by the FTA
22 (47 USC 251(c)(4)) and the CFR (47 CFR 51.605(a), 47 CFR 51.613(b)), and
23 determine that the conditions, limitations, and restrictions that AT&T has imposed
24 on its resale Winback offering and its resale term and volume discounts are
25 unreasonable and discriminatory.

26 **Q. You referred to several exhibits in your testimony. Do you request that those**
27 **exhibits be admitted into the record?**

28 **A.** Yes. I have 13 exhibits, numbered **Exhibit A-1 (CMC-1)** through **Exhibit A-13**
29 **(CMC-13)**. They are as follows:

1 **Exhibit A-1 (CMC -1)** is AT&T's Tariff MPSC 20R, Part 4, Section 2,
2 Sheet 56 (ValueLink Extra), Sheet 95 (SimpleLink Enhanced), Sheet 100
3 (CompleteLink Winback Reloaded), and Sheet 111 (CompleteLink 2.0 Winback).

4 **Exhibit A-2 (CMC -2)** is AT&T's Tariff MPSC 20R, Part 2, Section 8,
5 Sheets 30, 38, 43, 58, 70, 75, 77, and 97.

6 **Exhibit A-3 (CMC -3)** is AT&T's Tariff MPSC 20R, Part 2, Section 8,
7 Sheets 10, 11, 13, 22, 26, 29, 63, 84, and 85.

8 **Exhibit A-4 (CMC -4)** is AT&T's Tariff MPSC No. 20R, Part 22, Section
9 3, Sheets 22.2.1 through 22.2.4 and 25 through 27.

10 **Exhibit A-5 (CMC -5)** is AT&T's Tariff MPSC No. 20R, Part 22, Section
11 3, Sheets 83 through 87.

12 **Exhibit A-6 (CMC -6)** is AT&T's Tariff MPSC No. 20R, Part 22, Section
13 3, Sheet 98.

14 **Exhibit A-7 (CMC -7)** is AT&T's Tariff MPSC No. 20R, Part 22, Section
15 3, Sheet 109.

16 **Exhibit A-8 (CMC -8)** is AT&T's Tariff MPSC No. 20R, Part 4, Section
17 5, Sheets 43 through 46.4.

18 **Exhibit A-9 (CMC -9)** is AT&T's Tariff MPSC No. 20R, Part 2, Section
19 8, Sheet 43.

20 **Exhibit A-10 (CMC -10)** is AT&T's Tariff MPSC No. 20R, Part 2,
21 Section 8, Sheet 70.

22 **Exhibit A-11 (CMC -11)** is AT&T's Tariff MPSC No. 20R, Part 22,
23 Section 3, Sheet 69.1.

24 **Exhibit A-12 (CMC -12)** is a retail offer that AT&T made to CDP
25 Environmental, Inc., which was a customer of CMC.

26 **Exhibit A-13 (CMC -13)** is AT&T's Tariff MPSC No. 20R, Part 4,
27 Section 2, Sheet 105.

28 **Q. Does this conclude your prepared testimony?**

29
30 **A. Yes.**

CASE NO. U-14975
EXHIBIT A-1 (CMC-1)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech

Tariff

PART 4

SECTION 2

1st Revised Sheet No. 56

Cancels

PART 4 - Exchange Access Services
SECTION 2 - Exchange Lines and Usage

Original Sheet No. 56

AMERITECH VALUELINK EXTRA WITH TOLL AND VALUELINK EXTRA - SELECT WINBACK OFFERING

Note: Effective November 12, 1999 no further installation of, or changes to Ameritech ValueLink Extra or Ameritech ValueLink Extra - Select service will be made. Ameritech ValueLink Extra and Ameritech ValueLink Extra - Select service in service on November 12, 1999 will be continued in service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Ameritech ValueLink Extra and Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier in the event that the in-service count declines to zero.

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Eligible Business customers subscribing to Ameritech ValueLink Extra with Toll and ValueLink Extra - Select three-year term plans will receive a bill credit on the 13th, 25th, and 37th month anniversary of the term plan. Each bill credit shall be the equivalent of 1/12 of the minimum annual revenue commitment (MARC) subscribed to by the customer and shall appear on the customer's Ameritech bill within sixty days of the anniversary date.

Eligible customers include:

- Existing Ameritech business customers who increase their annual revenue spending with Ameritech by 30% for any of the following services now provided by a competitive telecommunications service provider: business network access, transport services, local usage, intraLATA toll, and toll-free inbound service. Eligible services do not include Cellular or Internet services.
- Customers currently served by a competitive local exchange carrier within Ameritech Michigan territory and who now wish to establish business service with Ameritech.

Eligible customers currently subscribing to Ameritech ValueLink Extra with Toll and Ameritech ValueLink Extra - Select may increase MARCs and/or upgrade to a three-year term plan without incurring termination liability charges.

Eligible customers terminating Ameritech ValueLink Extra with Toll or ValueLink Extra - Select plans prior to the completion of the three-year term plan period are not eligible for credits. Credits are provided only to the Ameritech ValueLink Extra with Toll or ValueLink Extra - Select customer of record.

All currently tariffed Ameritech ValueLink Extra with Toll and ValueLink Extra - Select rates, charges and discounts are applicable during this offering.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: November 10, 1999

Effective: November 12, 1999

By Paul V. LaSchiazza, Vice President - Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 4 SECTION 2

1st Revised Sheet No. 95
Cancels
Original Sheet No. 95

PART 4 - Exchange Access Services
SECTION 2 - Exchange Lines and Usage

SIMPLELINK ENHANCEDSM WINBACK

A. DESCRIPTION

SimpleLink EnhancedSM Winback is an optional access and local usage volume discount plan for SBC Michigan business customers who have their business network access line(s) with a competitive local exchange carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business network access line service with SBC Michigan. This offer is not available to customers who have local service with an affiliate of the Company.

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Customers subscribing to SimpleLink Enhanced Winback receive monthly discounts on eligible services based on the customer's Minimum Monthly Revenue Commitment (MMRC).

B. DEFINITIONS

Minimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that the customer must commit to in order to receive the volume discount.

Contributory Services

Those services whose revenue is counted towards achievement of the customer's selected MMRC.

Eligible Services

Those services that are eligible for discounts based on achievement of a specified MMRC.

C. TERMS AND CONDITIONS

MMRC revenue is the sum total of the customer's monthly billed charges, for services specified in the Company's SimpleLink Enhanced Winback tariff, for all eligible business accounts located within the state, before discounts are applied.

Issued under authority of 1991 PA 179 as amended.

Issued: December 14, 2005

Effective: December 15, 2005

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4	SECTION 2
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1st Revised Sheet No. 100
 Cancels
 Original Sheet No. 100

PART 4 - Exchange Access Services
 SECTION 2 - Exchange Lines and Usage

COMPLETELINK WINBACK RELOADED

Eligible business customers subscribing to a CompleteLink 1-year, 2-year, 3-year, or 5-year term plan will be eligible for additional credits on their bills. These credits are a percentage of the customer's selected Minimum Annual Revenue Commitment (MARC) and will vary depending upon the term plan selected, in accordance with the following payment schedule. Credits will be applied within 2 bill periods following the time periods cited below:

	1-year plan	2-year plan	3-year plan	5-year plan
Up Front	5% of MARC	20% of MARC	25% of MARC	30% of MARC
1 Year Anniversary		5% of MARC	5% of MARC	5% of MARC
2 Year Anniversary			5% of MARC	5% of MARC
3 Year Anniversary				5% of MARC
4 Year Anniversary				5% of MARC

Eligible customers are those business customers who have their local network access line(s) with another competitive carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio or SBC Wisconsin service area and who now wish to establish their local network access line service with SBC Michigan, and who have previously refused a CompleteLink Select III Save/Win offer from SBC Michigan.

Eligible customers will, also, receive intraLATA toll and 800/888 rates, as well as MARC volume discounts, local usage discounts, and Maximum Annual Discount levels as applicable in the respective offer previously refused, found in Part 2, Section 8 of this Tariff. All other terms and conditions applicable to CompleteLink found in Part 4, Section 2 of this Tariff, will apply. This offer is not available to customers who have local service with an affiliate of the Company (T)

Customers terminating this plan prior to the expiration of their selected term period are subject to termination charges as specified under CompleteLink found on Sheet No. 69 in Part 4, Section 2 of this Tariff.

Issued under authority of 1991 PA 179 as amended.

Issued: December 14, 2005

Effective: December 15, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 4 SECTION 2

PART 4 - Exchange Access Services
SECTION 2 - Exchange Lines and Usage

Original Sheet No. 111

COMPLETELINK® 2.0 (cont'd)

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C. TERMS AND CONDITIONS (cont'd)

12. Eligible Win and Winback customers will receive a waiver of normally applicable service order and line connection nonrecurring charges (NRC's) associated with local exchange access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink® 2.0 agreement. Standard NRC's will apply to lines and features added after the initial CompleteLink® 2.0 order. Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Company. This waiver is not available to customers who have their local service with an affiliate of the Company.

13. Win and Winback business customers who establish service with the Company and subscribe to a CompleteLink® 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink® 2.0 and yearly (for terms exceeding one year) thereafter, according to the schedule below. Accelerated discounts are determined based upon win/winback services only and may not be determined based on existing services. When a CompleteLink® 2.0 agreement consists of both existing services and win/winback services, the win/winback services will not be eligible to receive any accelerated discounts.

Win and Winback customers who establish a CompleteLink® 2.0 agreement and later upgrade to a new term length and/or MARC level, or terminate their CompleteLink® 2.0 agreement prior to its expiration date, will forego any accelerated discounts not yet received. Customers who upgrade will retain any accelerated discounts already received and will not receive any yearly accelerated discounts based on their original CompleteLink® 2.0 term.

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Issued under authority of 1991 PA 179 as amended.

Issued: April 21, 2006

Effective: April 24, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-2 (CMC-2)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech
Tariff

PART 2 SECTION 8

1st Revised Sheet No. 30
Cancels
Original Sheet No. 30

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

MESSAGE TOLL SERVICE - 2PIC WINBACK PROMOTION

A promotional period will be established from October 15, 2001 to October 31, 2002 for eligible business customers.

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Eligible Business customers are those:
Currently subscribed to a carrier other than Ameritech for intraLATA toll service
return their intraLATA toll service to Ameritech
have refused a previous offer from Ameritech
agree to a twelve (12) month term for the service

Eligible customers will receive a \$0.065 per minute of use rate.

The \$.065 per minute of use rate is only applicable to customer dialed, station-to-station calls. Operator handled and customer dialed credit card calls are not included.

At the end of the twelve (12) month term, the customer will have the opportunity to select another optional calling plan or the rate will revert to the "standard" intraLATA toll rate schedule.

If the customer terminates the plan prior to the expiration, the customer will be billed a lump sum termination liability of \$200.00

This rate offer is available statewide, however, it is applicable only to intraLATA toll calls within the customer's home LATA.

This promotion may not be combined with any other optional calling plan on the same line.

This rate offer is not available on coin telephone service.

Service Establishment and monthly Recurring Charges are not associated with this offering.

The per minute rates are billed in increments of eighteen (18) seconds and additional increments of six (6) seconds or fraction thereof.

Issued under authority of 1991 PA 179 as amended

Issued: April 30, 2002

Effective: May 1, 2002

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 2 **SECTION 8**

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

4th Revised Sheet No. 43
Cancels
3rd Revised Sheet No. 43

PROMOTIONAL WAIVER (cont'd)

Custom BizSaver Winback Year 2 and 3 Promotion

A retail promotional period will be established from October 25, 2005 through October 31, 2006. During this promotional period eligible business customers that subscribe to a Custom BizSaver Winback 2-year or 3-year agreement will receive their Custom BizSaver Winback monthly recurring charge waived, in months 13 & 14 for 2 year agreements and in months 13, 14, 25 and 26 for 3-year agreements. This offer does not apply to 1 year renewable agreement selections. (C)

Eligible customers are those business customers who had their local network access line service with the Company switched to another competitive local exchange carrier within the Company's service area and who now wish to re-establish their local network access line service with the Company. The waived charges will appear as a credit on the customer's bill during the months specified. (C)

All other terms and conditions applicable to Custom BizSaver Winback will apply. This offer can be combined with other Custom BizSaver Winback offers or promotions. This offer is not available to customers who have local service with an affiliate of the Company. (C)

Issued under authority of 1991 PA 179 as amended.

Issued: April 24, 2006

Effective: April 25, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 58
Cancels
1st Revised Sheet No. 58

TOLL USAGE SAVER FULL LINE WINBACK OFFER

A retail promotional period shall be established from June 24, 2003 through June 23, 2004. During this period, eligible business customers with 1 to 15 business lines who make a 12-month intraLATA toll commitment will receive an intraLATA toll rate of \$0.040 per minute during their 12-month commitment period.

Eligible customers are those business customers with any combination of 1 to 15 business exchange access lines, Basic Centrex lines, and/or lines with ISDN Prime service with unlimited local usage option who have their local network access lines, Basic Centrex lines, and/or ISDN Prime service with unlimited local usage option and their intraLATA toll service with another competitive local exchange carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business exchange access lines, Basic Centrex lines, and/or ISDN Prime service with unlimited local usage option, and their intraLATA toll service with SBC Michigan.

This discounted intraLATA toll rate is only applicable to customer dialed, station-to-station calls. Operator handled and customer dialed credit card calls are not included.

Upon expiration of the 12-month term period, rates will revert to standard tariff intraLATA toll rates unless another existing optional calling plan is selected. Customers who terminate their intraLATA toll with SBC Michigan prior to completion of the 12-month term will be billed \$5.00 per month for the remainder of the agreement period.

This offer may not be combined with any other intraLATA toll optional calling plan or promotion on the same line or with any offer that has an intraLATA toll component. This offer is not available on coin telephone service.

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By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 2 **SECTION 8**

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 70
Cancels
1st Revised Sheet No. 70

Business Seal The Deal Winback Promotion

A retail promotional period shall be established from January 2, 2005 through June 30, 2006. During this promotional period, eligible business customers who subscribe to a Custom BizSaver Winback or SimpleLink Enhanced (SLE) II offer will receive a one time credit on their bill. (

Eligible customers are those business customers who have their business network access line service with another carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business network access line service with the Company as their local service provider, and who have refused or not responded to a previous Custom BizSaver (CBS) Winback or SLE II offer from the Company. (

Eligible business customers who agree to a 1-year term commitment or greater on CBS or SLE II will be eligible for a \$40.00 credit per access line (up to a maximum of \$600.00 in total) when they subscribe. The bill credit will be applied within three bill cycles of order completion. Flexline, Centrex, ISDN, FeatureLink, or Public Telephone (coin) service lines are not eligible. (

All terms and conditions applicable to the service subscribed to, found in this tariff, will apply. This promotion cannot be combined with the Custom BizSaver Winback (\$75 offer) Promotion. This promotion is not available to customers who have local service with an affiliate of the Company. (

Issued under authority of 1991 PA 179 as amended.

Issued: December 29, 2005

Effective: January 1, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

1st Revised Sheet No. 75
Cancels
Original Sheet No. 75

BUSINESS 4 - 10 ACCESS WIN/WINBACK PROMOTION

During the period of April 21, 2003 through December 15, 2003, eligible SBC Michigan business customers with 4 to 10 access lines who make a commitment to subscribe to the following services for the next 12-month period and commit to a specified level of monthly spending, will receive Local Access, Local Usage, Local Toll Usage and the unregulated feature package, The BASICS® Package for Business at the discounts and discounted prices shown below.

Eligible customers are those who currently have business local service with another local service provider and who now wish to establish their business local service with SBC Michigan.

4 to 10 Business Access Line customers who commit to a 12-month term and a \$50.00 monthly spending minimum including their Local Usage and The BASICS will receive a 15% discount on their Local Access, Local Usage and The BASICS for the 12-month term.

4 to 10 Business Access Line customers who commit to a 12-month term and a \$100.00 monthly spending minimum including their Local Usage and The BASICS will receive a 20% discount on their Local Access, Local Usage and The BASICS for the 12-month term.

If the business customer does not meet their minimum spending level commitment per month, they will be charged any shortfall amounts each month.

Eligible business customers have the option of receiving a special Local Toll Usage Rate of \$0.040 per minute.

Eligible business customers also have the option of subscribing to Unlimited Local Usage at the following monthly rates.

4 Lines	\$ 78.95
5 Lines	84.95
6 Lines	90.95
7 Lines	96.95
8 Lines	102.95
9 Lines	108.95
10 Lines	114.95

If chosen, the above monthly rates will be included in the monthly spending minimum and will be discounted accordingly.

This offer may not be combined with other SBC Michigan business usage discount plans.

Customers who terminate their service prior to the 12-month term commitment will be assessed termination charges of 50% of the remaining minimum monthly commitment times the number of months left on the 12-month commitment.

Issued under authority of 1991 PA 179 as amended.

Issued: December 12, 2003

Effective: December 15, 2003

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 77
Cancels
1st Revised Sheet No. 77

COMPLETELINK WINBACK RELOADED OFFER

A retail promotional period shall be established from August 2, 2003 through August 1, 2004. During this period, eligible business customers subscribing to a CompleteLink 1-year, 2-year, 3-year, or 5-year term plan will be eligible for additional credits on their bills. These credits are a percentage of the customer's selected Minimum Annual Revenue Commitment (MARC) and will vary depending upon the term plan selected, in accordance with the following payment schedule:

	<u>1-year plan</u>	<u>2-year plan</u>	<u>3-year plan</u>	<u>5-year plan</u>
Up Front	5% of MARC	20% of MARC	25% of MARC	30% of MARC
1 Year Anniversary		5% of MARC	5% of MARC	5% of MARC
2 Year Anniversary			5% of MARC	5% of MARC
3 Year Anniversary				5% of MARC
4 Year Anniversary				5% of MARC

Eligible customers are those business customers who have their intralATA toll service and local network access line(s) with another competitive carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio or SBC Wisconsin service area and who now wish to establish their intralATA toll service and local network access line service with SBC Michigan, and who have previously refused a CompleteLink Select III Save/Win offer from SBC Michigan.

Eligible customers will, also, receive intralATA toll and 800/888 rates, as well as MARC volume discounts, local usage discounts, and Maximum Annual Discount levels as applicable in the respective offer previously refused, found in Part 2, Section 8 of this Tariff. All other terms and conditions applicable to CompleteLink found in Part 4, Section 2 of this Tariff, will apply.

Customers terminating this plan prior to the expiration of their selected term period are subject to termination charges as specified under CompleteLink found on Sheet No. 69 in Part 4, Section 2 of this Tariff.

Issued under authority of 1991 PA 179 as amended.
Issued: March 24, 2004

Effective: March 25, 2004

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 2 **SECTION 8**

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 97
Cancels
1st Revised Sheet No. 97

PROMOTIONAL OFFERINGS (cont'd)

Custom BizSaver Winback Promotion

A retail promotional period will be established from May 1, 2006 through October 31, 2006. During this promotional period eligible business customers that subscribe to a Custom BizSaver Winback agreement will receive a one-time bill credit in the amount of \$75.00 per customer.

Eligible customers are those business customers who have their local network access line service with a competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin service areas and who now wish to establish their local network access line service with the Company, and who have refused or not responded to a previous Custom BizSaver Winback offer. The one-time credit will appear on the customer's bill during the first month of their Custom BizSaver term.

All other terms and conditions applicable to Custom BizSaver Winback will apply. This offer can be combined with other Custom BizSaver Winback offers or promotions with the exception of the Business Seal The Deal Winback Promotion in Part 2, Section 8 of this Tariff, which cannot be combined with this offer. This offer is not available to customers who have local service with an affiliate of the Utility.

Issued under authority of 1991 PA 179 as amended.
Issued: April 28, 2006

Effective: May 1, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-3 (CMC-3)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech
Tariff

PART 2	SECTION 8
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1st Revised Sheet No. 30

PART 2 - General Terms and Conditions

Cancel

SECTION 8 - Promotional Service Offerings

Original Sheet No. 30

MESSAGE TOLL SERVICE - 2PIC WINBACK PROMOTION

A promotional period will be established from October 15, 2001 to October 31, 2002 for eligible business customers.

(C)
(C)

Eligible Business customers are those:
Currently subscribed to a carrier other than Ameritech for intraLATA toll service
return their intraLATA toll service to Ameritech
have refused a previous offer from Ameritech
agree to a twelve (12) month term for the service

Eligible customers will receive a \$0.065 per minute of use rate.

The \$.065 per minute of use rate is only applicable to customer dialed, station-to-station calls. Operator handled and customer dialed credit card calls are not included.

At the end of the twelve (12) month term, the customer will have the opportunity to select another optional calling plan or the rate will revert to the "standard" intraLATA toll rate schedule.

If the customer terminates the plan prior to the expiration, the customer will be billed a lump sum termination liability of \$200.00

This rate offer is available statewide, however, it is applicable only to intraLATA toll calls within the customer's home LATA.

This promotion may not be combined with any other optional calling plan on the same line.

This rate offer is not available on coin telephone service.

Service Establishment and monthly Recurring Charges are not associated with this offering.

The per minute rates are billed in increments of eighteen (18) seconds and additional increments of six (6) seconds or fraction thereof.

Issued under authority of 1991 PA 179 as amended

Issued: April 30, 2002

Effective: May 1, 2002

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2	SECTION 8
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PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

7th Revised Sheet No. 13
Cancels
6th Revised Sheet No. 13

SENSIBLE SOLUTION AND SENSIBLE SOLUTION PLUS WINBACK CREDIT PROMOTION

A promotional period that began on September 26, 2003 will be extended through October 23, 2004. From September 26, 2003 through March 31, 2004, eligible residence customers will receive total credits not to exceed \$80.00. From April 1, 2004 through October 23, 2004, eligible residence customers will receive total credits not to exceed \$60.00. Applicable nonrecurring line connection charges will also be waived.

Eligible customers are those residence customers who have their exchange access service with another carrier, who now establish their exchange access service with the Company, and who purchase the Sensible Solution package or the Sensible Solution Plus package.

Customers who contact the Company prior to April 1, 2004 will receive a \$20.00 credit on the third, sixth, ninth and twelfth bill periods after subscribing to either of the required packages. Customers who contact the Company on or after April 1, 2004 will receive a \$15.00 credit on the third, sixth, ninth and twelfth bill periods after subscribing to the required packages.

The customer must retain the package on the bill period date in order to receive the credit on that bill. If the customer disconnects the package or any of the package components prior to the twelfth bill, the customer will not receive any remaining credits and will not be charged back for any credits already received.

This offer cannot be combined with any other Sensible Solution or Sensible Solution Plus package offers.

Issued under authority of 1991 PA 179 as amended.
Issued: April 29, 2004

Effective: May 15, 2004

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 22
Cancels
1st Revised Sheet No. 22

RESIDENCE ECONOMY LOCAL SOLUTIONSM WINBACK PROMOTIONAL OFFER

A retail promotion period will begin on June 23, 2003 and continue through December 31, 2003. During the promotional period, eligible residential customers who purchase the Economy Local Solution package will receive a monthly credit of \$12.00 for twelve months.

Eligible customers are those residence customers who had their exchange access service with the Company, changed their exchange access service to another carrier within the Company's service area and who now re-establish their exchange access service with the Company.

In addition to the eligibility criteria noted above, customers must:

- Not have had service discontinued for nonpayment, and
- Not have any past due bills for regulated service owed to the Company.

This offer may not be combined with other Economy Local Solution offers.

A customer who discontinues the Economy Local Solution Package less than twelve months after subscribing will forfeit any remaining credits; however, the customer will retain any bill credits that they already received. In the event that a customer upgrades to another qualified Solution package (Sensible Local SolutionSM, Complete Solution, 2-Line Complete Solution, Complete Solution Plus or 2-Line Complete Solution Plus) without a break in their subscription, the customer will continue to receive the Economy Local Solution monthly credit under the terms of this promotional offer.

(C)

/1/ A customer cannot upgrade to Sensible Local Solution as of the date it is grandfathered, on October 6, 2003

(N)
(N)

Issued under authority of 1991 PA 179 as amended
Issued: September 29, 2003 Effective: October 6, 2003

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 **SECTION 8**

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

3rd Revised Sheet No. 26
Cancels
2nd Revised Sheet No. 26

RESIDENTIAL ADDITIONAL ACCESS LINE WINBACK WAIVER OFFER

A promotional period shall be extended from December 1, 2005 through December 31, 2006. During this promotional period, eligible residence customers will receive a waiver of applicable nonrecurring line connection charges on applicable access lines. (C)
(C)

Eligible customers are those residence customers who had their exchange access service with another carrier, establish their exchange access service with the Company, and who purchase one or more access lines in excess of any lines that they bring to the Company from their prior carrier. This offer only applies to access lines purchased in excess of the number of access lines a customer brings to the Company from another carrier.

Issued under authority of 1991 PA 179 as amended.

Issued: November 30, 2005

Effective: December 1, 2005

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2	SECTION 8
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4th Revised Sheet No. 29

PART 2 - General Terms and Conditions

Cancels

SECTION 8 - Promotional Service Offerings

3rd Revised Sheet No. 29

RESIDENTIAL ACCESS LINE WIN-WINBACK PROMOTIONAL OFFER

A promotional period shall be extended from October 1, 2005 through March 31, 2006. During this promotional period, eligible customers will receive bill credits equal to a maximum of \$60.00.

Eligible customers are those residence customers who 1) have their exchange access service with another carrier and who now choose to establish their exchange access service with the Company, and 2) during the promotional period, respond to Company-issued marketing material, a Company-initiated marketing contact or an offer made during a customer-initiated call to the Company.

Each eligible customer will receive twelve bill credits of \$5.00 each in the twelve successive bill periods after service establishment. The customer must retain their local service with the Company as of each bill period date in order to receive the monthly credit; otherwise the customer will forfeit any monthly bill credits not yet received and terminate their participation in this promotion.

This offer cannot be combined with any promotional package offers.

Effective January 1, 2006, this offer is not available to customers who have local service with an affiliate of the Company. (N)
(N)

Issued under authority of 1991 PA 179 as amended.

Issued: December 29, 2005

Effective: January 1, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2	SECTION 8
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2nd Revised Sheet No. 63
Cancels
1st Revised Sheet No. 63

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

PROMOTIONAL WAIVER

Residence Economy Solution Offer

A retail promotion period which originally began on October 1, 2002 will be extended through May 10, 2003 for eligible residence customers who have discontinued their residence local service with SBC Michigan for the purpose of establishing exchange service with another local service provider and who now wishes to return to SBC Michigan. The customer must subscribe to the Economy Solution Package to qualify for this offer.

During the promotional period, customers who establish service with SBC Michigan along with the Economy Solution package will receive a waiver of installation charges and a \$10.00 credit for 12 consecutive months as long as they retain the Economy Solution Package. If the customer discontinues the Economy Solution, no future credits will be given. This promotion may not be combined with any other residence access line offer except for the Residential Winback promotional gift offer which runs from January 7, 2003 through April 5, 2003. The Economy Solution package will be renamed the Economy Local Solution package effective April 25, 2003.

In addition to the eligibility criteria noted above, customers must

- not have had service discontinued for nonpayment, and
- not have any past due bills for regulated service owed to the Company.

Issued under authority of 1991 PA 179 as amended
Issued: March 31, 2003

Effective: April 1, 2003

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

1st Revised Sheet No. 84
Cancels
Original Sheet No. 84

PROMOTIONAL OFFERINGS (cont'd)

Residence Winback Promotion

A promotional period will be established from September 1, 2004, through March 31, 2005. During the promotional period, eligible residential customers who subscribe to an access line and the unregulated uSelect^{SM3} feature package will receive a \$10.00 monthly credit.

Eligible customers are those residence customers who have their exchange access service with another carrier and who now establish their exchange access service with the Company.

Eligible residence customers who sign up for the unregulated uSelect^{SM3} package, will be eligible for a \$10.00 credit each month for up to 12 months as long as they retain the package.

- Any customer who discontinues the unregulated uSelect^{SM3} package prior to the required 12-month commitment, will forfeit any remaining credits.
- Previous credits will not be charged back to the customer if they disconnect their unregulated uSelect^{SM3} package prior to the expiration of the first 12 months.
- This offer cannot be combined with any other unregulated uSelect^{SM3} offer.
- Effective January 10, 2005, customers currently receiving benefits from this offer will be eligible to continue to receive their remaining benefits of this offer if they upgrade to the 2-Line uSelect^{SM3}, uSelect^{SM6}, or 2-Line uSelect^{SM6} packages. (N)
|
(N)

Issued under authority of 1991 PA 179 as amended.

Issued: January 7, 2005

Effective: January 10, 2005

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

Original Sheet No. 85

PROMOTIONAL OFFERINGS (cont'd)

(N)

Residence Winback Promotion

A promotional period will be established from September 1, 2004, through March 31, 2005. During the promotional period, eligible residential customers who subscribe to an access line and the unregulated uSelectSM6 feature package will receive a \$15.00 quarterly credit for the first year of service.

Eligible customers are those residence customers who have their exchange access service with another carrier and who now establish their exchange access service with SBC.

Eligible residence customers who sign up for the unregulated uSelectSM6 package, will be eligible for a \$15.00 credit every 3 months for the first 12 months of service as long as they retain the package.

- Any customer who discontinues the unregulated uSelectSM6 package prior to the required 12-month commitment, will forfeit any remaining credits.
- Previous credits will not be charged back to the customer if they disconnect their unregulated uSelectSM6 package prior to the expiration of the first 12 months.
- This offer cannot be combined with any other unregulated uSelectSM6 offer.

(N)

Issued under authority of 1991 PA 179 as amended.

Issued: August 31, 2004

Effective: September 1, 2004

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-4 (CMC-4)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech
Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Exchange Access Services

1st Revised Sheet No. 22.2.1
Cancels
Original Sheet No. 22.2.1

AMERITECH VALUELINK EXTRA WITH TOLL AND VALUELINK EXTRA - SELECT WINBACK
OFFERING^{1/}

(C)

Carrier's eligible Business customers subscribing to Ameritech ValueLink Extra with Toll and ValueLink Extra - Select three-year term plans will receive a bill credit on the 13th, 25th, and 37th month anniversary of the term plan. Each bill credit shall be the equivalent of 1/12 of the minimum annual revenue commitment (MARC) subscribed to by the Carrier's customer and shall appear on the Carrier's Ameritech bill within sixty days of the anniversary date.

Carrier eligible customers include:

- Existing Carrier's Ameritech business customers who increase their annual revenue spending with Ameritech by 30% for any of the following services now provided by a competitive telecommunications service provider: business network access, transport services, local usage, intraLATA toll, and toll-free inbound service. Eligible services do not include Cellular or Internet services.
- Carrier's customers currently served by a competitive local exchange carrier within Ameritech Michigan territory and who now wish to establish business service with Ameritech's Carrier. Carrier must provide sufficient information to Company indicating the Winback of their customer.

/2/

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra or Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra or Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra and Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

/2/ Material now appears on Original Sheet No. 22.2.2 in this Section.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: November 10, 1999

Effective: November 12, 1999

By Paul V. LaSchiazza, Vice President - Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

Ameritech
Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Exchange Access Services

Original Sheet No. 22.2.2

AMERITECH VALUELINK EXTRA WITH TOLL AND VALUELINK EXTRA - SELECT WINBACK
OFFERING^{/2/} (cont'd)

/1/
(C)

Carrier's eligible customers currently subscribing to Ameritech ValueLink Extra with Toll and Ameritech ValueLink Extra - Select may increase MARCs and/or upgrade to a three-year term plan without incurring termination liability charges.

Carrier's eligible customers terminating Ameritech ValueLink Extra with Toll or ValueLink Extra - Select plans prior to the completion of the three-year term plan period are not eligible for credits. Credits are provided only to the Ameritech ValueLink Extra with Toll or ValueLink Extra - Select Carrier's customer of record.

All currently tariffed Ameritech ValueLink Extra with Toll and ValueLink Extra - Select rates, charges and discounts are applicable during this offering.

/1/

/1/ Material formerly appeared on Original Sheet No. 22.2.1 in this Section.

/2/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra or Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra or Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra and Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

Issued under authority of 1991 PA 179 as amended by 1995 PA 216

Issued: November 10, 1999

Effective: November 12, 1999

By Paul V. LaSchiazza, Vice President - Regulatory
Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

4th Revised Sheet No. 22.3
 Cancels
 3rd Revised Sheet No. 22.3

AMERITECH VALUELINK EXTRA - SELECT WINBACK OFFERING^{/1/}

GRAND RAPIDS, KALAMAZOO, LANSING

Carrier's eligible Business customers subscribing to Ameritech ValueLink Extra - Select two and three year term plans will be eligible for the following Select intra-LATA toll, Interzone, and 800/888 rates:

	Price per Minute	
	2-Year Term	3-Year Term
Select IntraLATA Toll, Interzone and 800/888	\$0.0750	\$0.0667 (I)

Carrier's eligible customers include Carrier's customers in Grand Rapids, Kalamazoo, and Lansing exchange service areas. These Carrier's customers currently subscribe to business network access line service provided by a competitive local exchange carrier or are currently presubscribed to Ameritech ValueLink Extra Select and indicate that a change to an alternate local exchange carrier is under consideration, and who now wish to establish up to a maximum of 19 business network access lines with the Carrier. Carrier must provide information to Company indicating the Winback of their customer.

This offering may not be combined with other Ameritech business access, usage and/or toll discount plans or promotions.

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

Issued under authority of M.P.S.C. Order dated 9/21/04 Case No. U-13531
 Issued: November 5, 2004 Effective: November 6, 2004

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service 6th Revised Sheet No. 22.4
SECTION 3 - Resale Local Exchange Services 5th Revised Sheet No. 22.4

AMERITECH VALUELINK EXTRA - SELECT WINBACK OFFERING^{1/1}

Carrier's eligible business customers subscribing to Ameritech ValueLink Extra - Select two and three year term plans will be eligible for the following Select intraLATA toll, Interzone, and 800/888 rates:

	Price per Minute	
	2-Year Term	3-Year Term
Select IntraLATA Toll, Interzone and 800/888	\$0.0850	\$0.0750 (I)

Carrier's customers subscribing to the 3 year term plan will receive an additional 3% volume discount.

Carrier's eligible customers include Carrier's customers who currently subscribe to business network access line service provided by a competitive local exchange carrier in the Carrier's exchange service areas or Carrier's customers presubscribed to Ameritech ValueLink Extra - Select and indicate that a change to an alternate local exchange carrier is under consideration, and who now wish to establish business network access line service with the Carrier. Carrier must provide information to Company indicating the Winback of their customer.

This offering may not be combined with other Ameritech business access, usage and/or toll discount plans or promotions.

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

Issued under authority of M.P.S.C. Order dated 9/21/04 Case No. U-13531
Issued: November 5, 2004 Effective: November 6, 2004

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

3rd Revised Sheet No. 25
Cancels
2nd Revised Sheet No. 25

AMERITECH VALUELINK EXTRA - SELECT 2-PIC OFFERING^{1/1}

Carrier's eligible business customers subscribing to Ameritech ValueLink Extra - Select three year term plans will be eligible for the following Select intraLATA toll, Interzone, and 800/888 rates:

	Price per Minute	
	3-Year Term	
Select IntraLATA Toll, Interzone and 800/888	\$0.0850	(I)

Carrier's eligible customers include Carrier's customers who have changed their intraLATA Toll usage with Ameritech for the purpose of establishing service with another toll carrier and who now wish to return to Ameritech provided intraLATA Toll usage. Carrier must provide information to Company indicating the Winback of their customer.

This offering may not be combined with other Ameritech business access, usage and/or toll discount plans or promotions.

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

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By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 22 **SECTION 3**

PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

5th Revised Sheet No. 26
 Cancels
 4th Revised Sheet No. 26

AMERITECH VALUELINK EXTRA OFFERING^{/1/}

Carrier's existing Business customers who are currently subscribing to Ameritech ValueLink Extra three-year term plan and who increase their intraLATA toll revenue spending with Ameritech by a minimum of 30%, will be eligible for the Minimum Annual Toll Usage Commitment (MATUC) rates, as described below.

MATUC	3-Year plan Rate Per Minute	
\$ 2,501 to 5,001	\$.0667	(I)
5,002 to 11,004	.0625	
10,005 to 25,013	.0583	
25,014 to 41,689	.0541	
41,690 plus	.0500	(I)

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra will be made to new Carriers. A Carrier with Ameritech ValueLink Extra service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

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MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
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PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

2nd Revised Sheet No. 26.2
 Cancels
 1st Revised Sheet No. 26.2

AMERITECH VALUELINK EXTRA WINBACK OFFER^{/1/}

Carrier's existing Business customers subscribing to Ameritech ValueLink Extra 3-year term plan, and who are considering switching their intraLATA to another provider, will be eligible for the Minimum Annual Toll Usage Commitment (MATUC) rates, as described below.

MATUC	3-Year plan Rate Per Minute	
\$ 2,501 to 5,001	\$.0775	(I)
5,002 to 11,004	.0733	
10,005 to 25,013	.0667	
25,014 to 41,689	.0608	
41,690 plus	.0566	(I)

The following rates are effective beginning May 3, 1999 and are subject to the terms and conditions stated above:

MATUC	3-Year plan Rate Per Minute	
\$ 2,501 to 25,013	\$.0625	(I)
25,014 to 41,689	.0608	
41,690 plus	.0566	(I)

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra will be made to new Carriers. A Carrier with Ameritech ValueLink Extra service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

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 Detroit, Michigan

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
Tariff

PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

3rd Revised Sheet No. 27
Cancels
2nd Revised Sheet No. 27

AMERITECH VALUELINK EXTRA - SELECT WINBACK OFFERING^{/1/}

Carrier's eligible business customers subscribing to Ameritech ValueLink Extra - Select 3-year term plan will be eligible for the following intraLATA toll, and 800/888 rates:

3-Year Term Plans: \$0.0850 per minute (I)

Carrier's eligible customers include Carrier's business customers who are contemplating changing their intraLATA toll usage, or business network access lines, or trunk service with Carrier for the purpose of establishing service with another toll or local provider. It also includes Carrier's business customers who have changed their business network access lines or business trunk service with Carrier and who now wish to return to Carrier. Carrier must provide information to Company indicating the Winback of their customer.

This offering may not be combined with other Ameritech Business access usage and/or toll discount plans or promotions.

/1/ Effective November 12, 1999, no further installation of, or changes to, Ameritech ValueLink Extra - Select will be made to new Carriers. A Carrier with Ameritech ValueLink Extra - Select service in this section on, or prior to, November 12, 1999, may continue to receive service only for as long as such service remains at the location at which service is being furnished on the aforementioned date. Such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement. Ameritech ValueLink Extra - Select service will be withdrawn on November 12, 2002, or earlier, in the event that the in-service count declines to zero.

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CASE NO. U-14975
EXHIBIT A-5 (CMC-5)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

SBC
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PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

Original Sheet No. 83

SIMPLELINK ENHANCEDSM WINBACK

(N)

A. DESCRIPTION

SimpleLink EnhancedSM Winback is an optional access and local usage volume discount plan for Carrier's business customers who have their business network access line(s) with another competitive local exchange carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area, and who now wish to establish their business network access line service with Carrier.

Carrier's customers subscribing to SimpleLink Enhanced Winback receive monthly discounts on eligible services based on the Carrier's Minimum Monthly Revenue Commitment (MMRC).

B. DEFINITIONS

Minimum Monthly Revenue Commitment (MMRC)

The minimum monthly revenue commitment that Carrier must commit to in order to receive the volume discount.

Contributory Services

Those services whose revenue is counted towards achievement of the Carrier's selected MMRC.

Eligible Services

Those services that are eligible for discounts based on achievement of a specified MMRC.

C. TERMS AND CONDITIONS

MMRC revenue is the sum total of the Carrier's monthly billed charges, for services specified in the Company's SimpleLink Enhanced Winback tariff, for all eligible business accounts located within the state, before discounts are applied.

Services contributing towards the MMRC include certain SBC Michigan unregulated services and, except as noted below, all SBC Michigan regulated services (monthly recurring revenue, usage revenue, and Other Charges & Credits (OC&C), including fractionalized recurring and nonrecurring charges), excluding the following, if applicable:

(N)

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Detroit, Michigan

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TELEPHONE COMPANY
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PART 22 **SECTION 3**

PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

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Cancels
1st Revised Sheet No. 84

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

C. TERMS AND CONDITIONS (cont'd)

End User common Line (EUCL) surcharges, EUCL offset charges, Enhanced 9-1-1 (E911) surcharges, Handicap surcharges, Primary Interexchange Carrier (PIC) charges, Local Number Portability (LNP) charges, Infrastructure Maintenance Fees (IMF), Universal Service Fund (USF) surcharges, Federal & State Line Port charges.

Additionally any service provided by the Company's affiliates (other than SBC Michigan, Incumbent Local Exchange Carrier), charges for services provided by any other service provider and billed on behalf of that other service provider, and any other tax or charge imposed by local, state, or federal government entity are also excluded.

The SimpleLink Enhanced Winback plan is available with one year, two year, or three year term plans. The one year term also has a 1-year renewable option. If the Carrier's customer selects the 1-year renewable option, the plan will renew for one year intervals. A maximum of two 1-year renewals are available after the first 1-year term. The Carrier will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 1-year term. Additionally three MMRC levels will be available for Carrier's customers to choose from: \$37.52, \$70.87, and \$166.76. Carrier's customers subscribing to a 2 or 3 year SimpleLink Enhanced Winback term plan will be required to sign a written order confirmation form in order to qualify for the applicable plan discounts. (I)

Carrier's SimpleLink Enhanced Winback customers who fail to meet their selected MMRC will be billed the difference between the selected MMRC and the monthly revenue billed.

MMRC volume discounts apply to certain SBC Michigan unregulated services and to the following regulated eligible services. Any of the following services provided under an existing term discount plan are not eligible for SimpleLink Enhanced Winback volume discounts.

Business Exchange Access Service Business DID Trunks (Analog PBX)

All local usage except usage from an existing optional calling plan

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MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

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PART 22 SECTION 3

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SIMPLELINK ENHANCEDSM WINBACK (cont'd)

C. TERMS AND CONDITIONS (cont'd)

When the unregulated services above are purchased in package discount arrangements they are not eligible for SimpleLink Enhanced Winback discounts.

Carrier's customer accounts with term agreements, including, but not limited to Centrex, ISDN Direct, ISDN Prime, ADTS-E, DS0/1/3, are not eligible for a SimpleLink Enhanced Winback plan. Accounts with FeatureLink Service term agreements may be included in a SimpleLink Enhanced Winback plan.

Local and state additional charges, taxes, the End User Common Line charge, and nonrecurring charges are not volume discount eligible.

A Carrier's customer's maximum MMRC volume discount for each commitment level may not exceed \$ 70.87 per month. (I

All of the accounts on a SimpleLink Enhanced Winback plan must reside in the same state. A Carrier's eligible SimpleLink Enhanced Winback customer may include up to, but not exceed, 10 of its accounts under one SimpleLink Enhanced Winback plan. A Carrier's customer may have only one SimpleLink Enhanced Winback plan per state in the SBC Midwest region.

A SimpleLink Enhanced Winback plan is not transferable to, or may not be assumed by, a Carrier's customer or customers other than the customer of record without prior written consent of the Company.

The Carrier's customer's term commences the day after the service is "activated" by the Company. The date activated shall be the date the order installing the plan is completed in the Company's billing system.

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MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
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PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

D. PRICES

1. Service Elements

MMRC	MMRC Volume Discount		
	1 Year	2 Years	3 Years
\$ 37.52 (I)	12.0%	13.0%	14.0%
70.87	13.0%	14.0%	15.0%
166.76 (I)	14.0%	15.0%	16.0%

2. Other Applicable Discounts

Carrier's SimpleLink Enhanced Winback customers will also receive an additional 10% discount in addition to the MMRC Volume Discount listed above, for those unregulated services included as eligible services.

Carrier's SimpleLink Enhanced Winback customers will also receive a 100% discount of the normally applicable monthly rates for eligible services for the initial 3 months of the term plan, up to a maximum of \$416.90 (I) per month. All charges credited will continue to contribute to the Carrier's customer's MMRC, if normally applicable.

3. Payment Plans

Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced Winback.

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MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

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PART 22 SECTION 3

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PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

SIMPLELINK ENHANCEDSM WINBACK (cont'd)

D. PRICES (cont'd)

4. Termination Charges

Carrier's customers terminating a SimpleLink Enhanced Winback plan prior to expiration of the selected term period are subject to termination charges.

Termination charges are equal to 50% of the MMRC multiplied by the number of months remaining in the Carrier's customer's term period. For a partial month, if the partial month revenue is less than the MMRC, the Carrier's customer is liable for 50% of the difference between the MMRC and the actual billed revenue. Additionally, the Carrier's customer will be liable to repay the full amount of charges credited for the initial 3 months of their term period as part of the 100% discount of monthly rates for eligible services^{/1/}. (C)

Termination liability charges are not applicable if, during the SimpleLink Enhanced Winback term period, the Carrier's customer converts to another Company access or usage plan with a term equal to or greater than the existing SimpleLink Enhanced Winback plan, and a revenue commitment equal to or greater than the SimpleLink Enhanced Winback MMRC.

5. Service Guarantee

Within 90 days of subscribing to SimpleLink Enhanced Winback 2 year and 3 year term plans, Carrier's customers may cancel this service without incurring the termination liability charges specified in this tariff, with the exception noted below. This guarantee does not apply to Carrier's customers who terminate or convert to another Company toll, access and/or usage commitment product for the purpose of subscribing to SimpleLink Enhanced Winback. Carrier's customers will be liable to repay the all charges credited for the initial 3 months of their term period as part of the 100% discount of monthly rates for eligible services^{/1/}. (C)

/1/ For new agreements signed on or after March 22, 2004, repayment of charges credited for the initial 3 months of the Carrier's customer's term period will no longer be applicable.

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By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-6 (CMC-6)

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
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PART 22 SECTION 3

PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

Original Sheet No. 98

COMPLETELINK WINBACK RELOADED

(N)

Carrier's eligible business customers subscribing to a CompleteLink 1-year, 2-year, 3-year, or 5-year term plan will be eligible for additional credits on their bills. These credits are a percentage of the Carrier's selected Minimum Annual Revenue Commitment (MARC) and will vary depending upon the term plan selected, in accordance with the following payment schedule. Credits will be applied within 2 bill periods following the time periods cited below:

	1-year plan	2-year plan	3-year plan	5-year plan
Up Front	5% of MARC	20% of MARC	25% of MARC	30% of MARC
1 Year Anniversary		5% of MARC	5% of MARC	5% of MARC
2 Year Anniversary			5% of MARC	5% of MARC
3 Year Anniversary				5% of MARC
4 Year Anniversary				5% of MARC

Carrier's eligible customers are those business customers who have their local network access line(s) with another competitive carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio or SBC Wisconsin service area and who now wish to establish their local network access line service with Carrier, and who have previously refused a CompleteLink Select III Save/Win offer from Carrier.

Carrier's eligible customers will, also, receive intraLATA toll and 800/888 rates, as well as MARC volume discounts, local usage discounts, and Maximum Annual Discount levels as applicable in the respective offer previously refused, found in Part 22, Section 1 of this Tariff. All other terms and conditions applicable to CompleteLink found in Part 22, Section 3 of this Tariff, will apply.

Carrier's customers terminating this plan prior to the expiration of their selected term period are subject to termination charges as specified under CompleteLink found on Sheet No. 69 in Part 4, Section 2 of this Tariff.

(N)

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TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 23R

AT&T
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PART 22

SECTION 3

PART 22 - Resale Local Exchange Service
SECTION 3 - Resale Local Exchange Services

Original Sheet No. 109

COMPLETELINK® 2.0 (cont'd)

(N)

C. TERMS AND CONDITIONS (cont'd)

12. Carrier's eligible Win and Winback customers will receive a waiver of normally applicable service order and line connection non-recurring charges (NRC's) associated with local exchange access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink® 2.0 agreement. Standard NRC's will apply to lines and features added after the initial CompleteLink® 2.0 order. Carrier's Win and Winback customers include business customers who have their local exchange access line service with another competitive local exchange carrier within the AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio or AT&T Wisconsin service area and who now wish to establish their local exchange access line service with the Carrier.

13. Carrier's Win and Winback business customers who establish service with the Carrier and subscribe to a CompleteLink® 2.0 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink® 2.0 and yearly (for terms exceeding one year) thereafter, according to the schedule below. Accelerated discounts are determined based upon win/winback services only and may not be determined based on existing services. When a CompleteLink® 2.0 agreement consists of both existing services and win/winback services, the win/winback services will not be eligible to receive any accelerated discounts.

Carrier's Win and Winback customers who establish a CompleteLink® 2.0 agreement and later upgrade to a new term length and/or MARC level, or terminate their CompleteLink® 2.0 agreement prior to its expiration date, will forego any accelerated discounts not yet received. Carrier's customers who upgrade will retain any accelerated discounts already received and will not receive any yearly accelerated discounts based on their original CompleteLink® 2.0 term.

(N)

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TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 4 SECTION 5

4th Revised Sheet No. 43

PART 4 - Exchange Access Services

Cancels

SECTION 5 - Other Exchange Access Services

3rd Revised Sheet No. 43

CUSTOM BIZSAVER® WINBACK PACKAGES

A. DESCRIPTION

Custom BizSaver® Winback Packages are available to eligible business customers with 1 to 10 business lines who agree to a 12-month, 24-Month or 36-Month term.

B. TERMS AND CONDITIONS

1. Custom BizSaver® Winback Packages are available to business customers with 1 to 10 business lines who agree to a 12-month, 24-Month or 36-Month term and commit to the Network Access Line service, Local Usage service and, optionally, Local Toll Usage at the prices shown in D. PRICES following.
2. Eligible customers include business customers with 1 to 10 business lines who have their business network access lines with another competitive local exchange carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business network access line service with SBC Michigan.
3. Custom BizSaver Winback Packages are available only to customers that require 1-10 individual business exchange network access lines, and are not available on FX Service, Remote Switching Service, WATS access lines, PBX, Centrex or Semi-Public Coin services, nor to customers who have local service with an affiliate of the Company.
4. The Local and Local Toll usage service components of the Custom BizSaver Winback Packages are provided on a per account basis. The remaining components are provided per line.

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(D)

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MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

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PART 4 SECTION 5

PART 4 - Exchange Access Services
SECTION 5 - Other Exchange Access Services

5th Revised Sheet No. 44
Cancels
4th Revised Sheet No. 44

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

B. TERMS AND CONDITIONS (cont'd)

5. Eligible customers have the option of subscribing to an unregulated flexible bundle of features. (C)
6. Customers subscribing to the Custom BizSaver Winback Packages will benefit from the package rates for the term period agreed to, unless they either change or disconnect their service, except as follows: (C)
 - 1) Customers can change their chosen Local or Local Toll service to another Custom BizSaver Winback Block of Time (BOT) level one time during their agreed to term, or 2) Customers can move to a Custom BizSaver Winback Package without Local Toll usage any time during their agreed to term. When a customer changes or disconnects any components of their Custom BizSaver Winback Package, except as noted above, then the remaining components of the package will be billed at their individually tariffed rates as shown in C. REFERENCES following.
7. Eligible customers will receive a 100% credit against the recurring charges for those elements that make up their selected Custom BizSaver Winback package (excluding optional toll) for 2 months. No credit on additional local or toll minutes associated with the chosen package will be applied. (C)

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PART 4 SECTION 5

PART 4 - Exchange Access Services
SECTION 5 - Other Exchange Access Services

2nd Revised Sheet No. 44.1
Cancels
1st Revised Sheet No. 44.1

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

B. TERMS AND CONDITIONS (cont'd)

8. Eligible customers will receive a waiver of normally applicable service ordering and line connection nonrecurring charges (NRC's) associated with local exchange access lines and, if applicable, vertical features ordered at the time of initial subscription to a Custom BizSaver Winback package. Standard NRC's will apply to lines and features added after the initial order. (C)
9. The 12-month term also has a 12-month renewable option. If the customer selects the 12-month renewable option, the plan will renew for 12-month intervals. A maximum of two 12-month renewals are available after the first 12-month term. The customer will receive written notification of their selection outlining the details of the agreement, plus subsequent notifications regarding their renewal options prior to the expiration of each 12-month term. This 12-month renewable option applies to both Local BOT and Unlimited Local packages. (C)
10. At the expiration of the agreed to term, if a customer does not expressly indicate election of another existing non-winback Custom BizSaver Package, the rates will revert to the applicable individually tariffed rates for each component of the Custom BizSaver Winback Package, as shown in C. REFERENCES following. (C)
11. Custom BizSaver® subscribers who terminate their entire service prior to completing their agreed to term commitment will be assessed termination charges of 50% of the monthly recurring charge for Access Line(s) (including Unlimited), Local/Toll Blocks and the flexible bundle of features times the number of months left on the term commitment. (C)
12. Termination liability charges are not applicable if, during the Custom BizSaver term period, the customer converts to another Company access and local usage plan with a term equal to or greater than the remaining Custom BizSaver term plan. (C)

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TELEPHONE COMPANY
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PART 4 SECTION 5

PART 4 - Exchange Access Services
SECTION 5 - Other Exchange Access Services

1st Revised Sheet No. 44.2
Cancels
Original Sheet No. 44.2

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

B. TERMS AND CONDITIONS (cont'd)

13. Eligible customers will receive a one-time waiver or refund of the termination charges associated with early termination of a previous Custom BizSaver agreement for the purpose of establishing service with another carrier if they return to SBC Michigan and sign a new Custom BizSaver Winback agreement. The new Custom BizSaver Winback term period must be greater than or equal to that of the terminated plan. Eligible customers must, also, have refused or not responded to a previous Custom BizSaver Winback offer. In addition, the customer's former account must not have been disconnected for nonpayment, and no money is owed the Company for any past due bills for regulated service, other than the termination charge. In addition, the "Bill Name" must be the same as on the prior SBC account. Customers may take advantage of this offer only once. (C)

C. REFERENCES

The Custom BizSaver Package components are provided in accordance with the terms and conditions of their applicable tariffs/catalogs except as noted in Sections B. and D. of this Tariff.

<u>Subject</u>	<u>Reference</u>
Business Exchange Access Lines	Part 4, Section 2
Business Local Usage	Part 4, Section 2
Business Message Local Toll Usage	Part 9, Section 1

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Detroit, Michigan

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 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

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PART 4	SECTION 5
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1st Revised Sheet No. 45
 Cancels
 Original Sheet No. 45

PART 4 - Exchange Access Services
 SECTION 5 - Other Exchange Access Services

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd) (T)

D. PRICES (cont'd)

Description	12-Month Package Price			Add'l	(C)
	Access Area A	Access Area B	Access Area C	Local Msg.	
<u>Packages without Local Toll</u>					
800 Message Local BOT Packages					
3-Line	\$ 72.35	\$ 72.95	N/A	\$0.050	(N)
4-Line	83.15	83.95	\$ 86.55	\$0.050	
5-Line	93.95	94.95	98.20	0.050	
6-Line	104.75	105.95	109.85	0.050	
7-Line	115.55	116.95	121.50	0.050	
8-Line	126.35	127.95	133.15	0.050	
9-Line	137.15	138.95	144.80	0.050	
10-Line	147.95	149.95	156.45	0.050	
400 Message Local BOT Packages					
2-Line	42.60	43.00	44.30	0.055	
3-Line	53.40	54.00	55.95	0.055	
4-Line	64.20	65.00	67.60	0.055	
5-Line	75.00	76.00	79.25	0.055	
6-Line	85.80	87.00	90.90	0.055	
7-Line	96.60	98.00	102.55	0.055	
8-Line	107.40	109.00	114.20	0.055	
9-Line	118.20	120.00	125.85	0.055	
10-Line	129.00	131.00	137.50	0.055	
200 Message Local BOT Packages					
1-Line	24.30	24.50	25.15	0.065	(N)
2-Line	35.10	35.50	36.80	0.065	
3-Line	45.90	46.50	48.45	0.065	
4-Line	56.70	57.50	60.10	0.065	
5-Line	67.50	68.50	71.75	0.065	
6-Line	78.30	79.50	83.40	0.065	
7-Line	89.10	90.50	95.05	0.065	
8-Line	99.90	101.50	106.70	0.065	
9-Line	110.70	112.50	118.35	0.065	
10-Line	121.50	123.50	130.00	0.065	

Issued under authority of 1991 PA 179 as amended.

Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 **SECTION 5**

2nd Revised Sheet No. 46

PART 4 - Exchange Access Services

Cancels

SECTION 5 - Other Exchange Access Services

1st Revised Sheet No. 46

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

(T)

D. PRICES (cont'd)

Description	12-Month Package Price			Add'l Local (C) Msg.
	Access Area A	Access Area B	Access Area C	

Packages without
Local Toll (cont'd)

100 Message Local
BOT Packages

1-Line	\$ 18.68	\$ 18.88	\$ 19.53	\$0.065
2-Line	29.48	29.88	31.18	0.065
3-Line	40.28	40.88	42.83	0.065
4-Line	51.08	51.88	54.48	0.065
5-Line	61.88	62.88	66.13	0.065
6-Line	72.68	73.88	77.78	0.065
7-Line	83.48	84.88	89.43	0.065
8-Line	94.28	95.88	101.08	0.065
9-Line	105.08	106.88	112.73	0.065
10-Line	115.88	117.88	124.38	0.065

Description	24-Month Package Price			Add'l (N) Local Msg.
	Access Area A	Access Area B	Access Area C	

800 Message Local
BOT Packages

3-Line	\$ 65.12	\$ 65.66	\$ 67.41	\$0.050
4-Line	74.84	75.56	77.90	0.050
5-Line	84.56	85.46	88.38	0.050
6-Line	94.28	95.36	98.87	0.050
7-Line	104.00	105.26	109.35	0.050
8-Line	113.72	115.16	119.84	0.050
9-Line	123.44	125.06	130.32	0.050
10-Line	133.16	134.96	140.81	0.050

/1/

(N)

/1/

/1/ Material now appears on Original Sheet 46.4 in this Section.

Issued under authority of 1991 PA 179 as amended.

Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 SECTION 5

PART 4 - Exchange Access Services
 SECTION 5 - Other Exchange Access Services

Original Sheet No. 46.1

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

(N)

D. PRICES (cont'd)

Description	24-Month Package Price			Add'l Local Msg.
	Access Area A	Access Area B	Access Area C	
<u>Packages without Local Toll (cont'd)</u>				
400 Message Local BOT Packages				
2-Line	\$ 38.34	\$ 38.70	\$ 39.87	\$0.055
3-Line	48.06	48.60	50.36	0.055
4-Line	57.78	58.50	60.84	0.055
5-Line	67.50	68.40	71.33	0.055
6-Line	77.22	78.30	81.81	0.055
7-Line	86.94	88.20	92.30	0.055
8-Line	96.66	98.10	102.78	0.055
9-Line	106.38	108.00	113.27	0.055
10-Line	116.10	117.90	123.75	0.055
200 Message Local BOT Packages				
1-Line	21.87	22.05	22.64	0.065
2-Line	31.59	31.95	33.12	0.065
3-Line	41.31	41.85	43.61	0.065
4-Line	51.03	51.75	54.09	0.065
5-Line	60.75	61.65	64.58	0.065
6-Line	70.47	71.55	75.06	0.065
7-Line	80.19	81.45	85.55	0.065
8-Line	89.91	91.35	96.03	0.065
9-Line	99.63	101.25	106.52	0.065
10-Line	109.35	111.15	117.00	0.065
100 Message Local BOT Packages				
1-Line	\$ 16.81	\$ 16.99	\$ 17.58	\$0.065
2-Line	26.53	26.89	28.06	0.065
3-Line	36.25	36.79	38.55	0.065
4-Line	45.97	46.69	49.03	0.065
5-Line	55.69	56.59	59.52	0.065
6-Line	65.41	66.49	70.00	0.065
7-Line	75.13	76.39	80.49	0.065
8-Line	84.85	86.29	90.97	0.065
9-Line	94.57	96.19	101.46	0.065
10-Line	104.29	106.09	111.94	0.065

(N)

Issued under authority of 1991 PA 179 as amended.
 Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 SECTION 5

PART 4 - Exchange Access Services
 SECTION 5 - Other Exchange Access Services

Original Sheet No. 46.2

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

(N)

D. PRICES (cont'd)

Description	36-Month Package Price			Add'l Local Msg.
	Access Area A	Access Area B	Access Area C	
	<u>Packages without Local Toll (cont'd)</u>			
800 Message Local BOT Packages				
3-Line	\$ 61.50	\$ 62.01	\$ 63.67	\$0.050
4-Line	70.68	71.36	73.57	0.050
5-Line	79.86	80.71	83.47	0.050
6-Line	89.04	90.06	93.37	0.050
7-Line	98.22	99.41	103.28	0.050
8-Line	107.40	108.76	113.18	0.050
9-Line	116.58	118.11	123.08	0.050
10-Line	125.76	127.46	132.98	0.050
400 Message Local BOT Packages				
2-Line	36.21	36.55	37.66	0.055
3-Line	45.39	45.90	47.56	0.055
4-Line	54.57	55.25	57.46	0.055
5-Line	63.75	64.60	67.36	0.055
6-Line	72.93	73.95	77.27	0.055
7-Line	82.11	83.30	87.17	0.055
8-Line	91.29	92.65	97.07	0.055
9-Line	100.47	102.00	106.97	0.055
10-Line	109.65	111.35	116.88	0.055

(N)

Issued under authority of 1991 PA 179 as amended.

Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 SECTION 5

PART 4 - Exchange Access Services
 SECTION 5 - Other Exchange Access Services

Original Sheet No. 46.3

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd)

(N)

D. PRICES (cont'd)

Description	36-Month Package Price			Add'l Local Msg.
	Access Area A	Access Area B	Access Area C	
<u>Packages without Local Toll (cont'd)</u>				
200 Message Local BOT Packages				
1-Line	\$ 20.66	\$ 20.83	\$ 21.38	\$0.065
2-Line	29.84	30.18	31.28	0.065
3-Line	39.02	39.53	41.18	0.065
4-Line	48.20	48.88	51.09	0.065
5-Line	57.38	58.23	60.99	0.065
6-Line	66.56	67.58	70.89	0.065
7-Line	75.74	76.93	80.79	0.065
8-Line	84.92	86.28	90.70	0.065
9-Line	94.10	95.63	100.60	0.065
10-Line	103.28	104.98	110.50	0.065
100 Message Local BOT Packages				
1-Line	15.88	16.05	16.60	0.065
2-Line	25.06	25.40	26.50	0.065
3-Line	34.24	34.75	36.41	0.065
4-Line	43.42	44.10	46.31	0.065
5-Line	52.60	53.45	56.21	0.065
6-Line	61.78	62.80	66.11	0.065
7-Line	70.96	72.15	76.02	0.065
8-Line	80.14	81.50	85.92	0.065
9-Line	89.32	90.85	95.82	0.065
10-Line	98.50	100.20	105.72	0.065

(N)

Issued under authority of 1991 PA 179 as amended.
 Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 **SECTION 5**

PART 4 - Exchange Access Services
 SECTION 5 - Other Exchange Access Services Original Sheet No. 46.4

CUSTOM BIZSAVER® WINBACK PACKAGES (cont'd) (N)

D. PRICES (cont'd)

Description	Monthly Package Price without BASICS®			Monthly Package Price with BASICS®			/1/
	12-Mo.	24-Mo.	36-Mo.	12-Mo.	24-Mo.	36-Mo.	
Unlimited Local Packages							
1-Line	\$ 29.99	\$ 26.99	\$ 24.99	\$ 36.99	\$ 33.99	\$ 31.99	
2-Line	51.98	47.98	44.98	58.98	54.98	51.98	
3-Line	73.97	68.97	64.97	80.97	75.97	71.97	
4-Line	95.96	89.96	84.96	102.96	96.96	91.96	
5-Line	117.95	110.95	104.95	124.95	117.95	111.95	
6-Line	139.94	131.94	124.94	146.94	138.94	131.94	
7-Line	161.93	152.93	144.93	168.93	159.93	151.93	
8-Line	183.92	173.92	164.92	190.92	180.92	171.92	
9-Line	205.91	194.91	184.91	212.91	201.91	191.91	
10-Line	227.90	215.90	204.90	234.90	222.90	211.90	

Description	Monthly Package Price	Add'l Local Toll Minute
-------------	-----------------------	-------------------------

Local Toll Blocks
of Time (BOT)

300 Minute BOT	\$12.00	\$0.040
120 Minute BOT	5.50	0.050
60 Minute BOT	2.85	0.055
30 Minute BOT	1.50	0.055

/1/

/1/ Material formerly appeared on 1st Revised Sheet 46 in this Section.

Issued under authority of 1991 PA 179 as amended.

Issued: May 13, 2005

Effective: May 16, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-9 (CMC-9)

CASE NO. U-14975
EXHIBIT A-10 (CMC-10)

MICHIGAN BELL
TELEPHONE COMPANY
TARIFF M.P.S.C. NO. 20R

AT&T
Tariff

PART 2 SECTION 8

PART 2 - General Terms and Conditions
SECTION 8 - Promotional Service Offerings

2nd Revised Sheet No. 70
Cancels
1st Revised Sheet No. 70

Business Seal The Deal Winback Promotion

A retail promotional period shall be established from January 2, 2005 through June 30, 2006. During this promotional period, eligible business customers who subscribe to a Custom BizSaver Winback or SimpleLink Enhanced (SLE) II offer will receive a one time credit on their bill. (C)

Eligible customers are those business customers who have their business network access line service with another carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business network access line service with the Company as their local service provider, and who have refused or not responded to a previous Custom BizSaver (CBS) Winback or SLE II offer from the Company. (C)

Eligible business customers who agree to a 1-year term commitment or greater on CBS or SLE II will be eligible for a \$40.00 credit per access line (up to a maximum of \$600.00 in total) when they subscribe. The bill credit will be applied within three bill cycles of order completion. Flexline, Centrex, ISDN, FeatureLink, or Public Telephone (coin) service lines are not eligible. (C)

All terms and conditions applicable to the service subscribed to, found in this tariff, will apply. This promotion cannot be combined with the Custom BizSaver Winback (\$75 offer) Promotion. This promotion is not available to customers who have local service with an affiliate of the Company. (N)

Issued under authority of 1991 PA 179 as amended.
Issued: December 29, 2005 Effective: January 1, 2006

By Robin M. Gleason, Vice President - State Regulatory
Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-11 (CMC-11)

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 22 **SECTION 3**

PART 22 - Resale Local Exchange Service
 SECTION 3 - Resale Local Exchange Services

4th Revised Sheet No. 69.1
 Cancels
 3rd Revised Sheet No. 69.1

CUSTOM BIZSAVER® PACKAGES (cont'd)

D. PRICES (cont'd)

Description	Package Prices			
	12-Month	24-Month	36-Month	
Unlimited Local Usage Packages				
1-Line	\$ 32.51	\$ 30.84	\$ 30.01	(I)
2-Line	52.21	50.01	48.34	
3-Line	72.52	69.18	66.68	
4-Line	92.52	88.35	85.01	
5-Line	112.52	107.52	103.35	
6-Line	132.52	126.69	121.68	
7-Line	152.53	145.86	140.02	
8-Line	172.53	165.03	158.36	
9-Line	192.53	184.19	176.69	
10-Line	212.54	203.36	195.03	(I)

Description	Package Prices on or after September 1, 2004			
	12-Month	24-Month	36-Month	
Unlimited Local Usage Packages				
1-Line	\$ 32.51	\$ 30.84	\$ 30.01	(I)
2-Line	53.35	50.85	49.18	
3-Line	74.18	70.85	68.35	
4-Line	95.02	90.85	87.52	
5-Line	115.86	110.85	106.68	
6-Line	136.69	130.86	125.85	
7-Line	157.53	150.86	145.02	
8-Line	178.37	170.86	164.19	
9-Line	199.20	190.82	183.36	
10-Line	220.04	210.87	202.53	(I)

Description	Package Price	Additional Toll Minute	
Local Toll Blocks of Time (BOT)			
300 Minute BOT	\$11.26	\$.038	(I)
120 Minute BOT	5.00	.046	
60 Minute BOT	2.71	.054	(I)

Issued under authority of M.P.S.C. Order dated 9/21/04 Case No. U-13531
 Issued: November 5, 2004 Effective: November 6, 2004

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

CASE NO. U-14975
EXHIBIT A-12 (CMC-12)

03/09/2006 16:35 CMC TELECOM + 015170133471
 FEB-15-2006 11:52 PM CURDS&DAMPERK

5867769710 517-913-9471

*Chris + Depina
 John G. Bridge*

AT&T 36 month Winback Proposal



Copied Christy 9/20/00

To: *John G. Bridge* From: *Chris Taylor*
 Fax: *586-776-4710* Pages: *5*
 Company: *CDP Environmental Eng.* Date: *2/1/06*
 Re: *Returning to At&T* Return Fax: *800-926-8950*

SBC Custom Biz Saver Pricing & Promotions

<u>5</u> Lines with Unlimited Local Calling	"	<i>104.95</i>
Long Distance Plan <i>25.00/line</i>	"	<i>25.00</i>
Basic Feature Package on Line 1	"	
Other	"	
Other	"	
Other	"	
DSL Package	"	

TOTAL

*Spnd's
 \$697.00
 w/CMC*

Promotions

Six Month's Local Package No Charge (month's 2,3,13,14,23,26)	"	<i>629.99</i>
\$40.00/Line Credit	"	<i>200.00</i>
\$75.00 Signing Bonus	"	
\$50.00 Triple Play Bonus (if DSL is ordered)	"	

PROMOTION TOTAL

827.99

*Prices do not include surcharges for Federal, state, and country taxes, credits generally come on the 1st bill after the bill is generated. Custom Biz Saver Price only includes line charges, unlimited local calling, and the Flex Bundle on the 1st line (Caller ID, voicemail, call forwarding, a way calling, and auto callback) if included.

Comments: Please call Chris with any questions or concerns at 330-281-7171

Jim @ 586-416-1960

Example 2

page 1 of 4

03/09/2006 16:35 ONC TELECOM * 015175133071
FEB-17-2006 01154 PM CURRESDANPERS 5867759710 NO. 5740 1442 P. 02

Custom BloSaverSM
Confirmation of Service Order

CBS 23 W8 MI

By executing this Confirmation of Order (the "Order"), the undersigned customer ("Customer") hereby subscribes to Custom BloSaverSM. The Custom BloSaver selected will be based upon the selections specified herein (on page 2). Your signature indicates your acceptance of the selections indicated, and all the terms and conditions of the applicable SBC Michigan tariffs which are filed with the appropriate public utilities commission, the appropriate commission being determined by Customer's service address.

The provisions provided below are provided herein for convenience only and do not supersede or modify any tariff in any way. In the event a tariff provision is changed in any way except as to price, the following is hereby modified at the same time to reflect that change.

1. **TERM**
The term of this Agreement commences when SBC activates the Service (which will not occur prior to Customer's signature herein), and will continue for twenty-four (24) or thirty-six (36) months. Telephone Account numbers to be included under Custom BloSaver must be designated on Attachment hereto.
2. **RATES AND DISCOUNTS**
Custom BloSaver requires subscription to 1-10 access lines, a local block of time (Unlimited Local or 100, 200, 400 or 800 messages), and The BASICS feature package (Caller ID with Name, Call Forwarding, Call Waiting, Three-Way Calling, Auto Callback) optional on one line. Access Line, Local Usage and The BASICS if chosen will be provided at no cost for two months.
3. **PRICE PROTECTION**
The rates for the service are guaranteed for the term of this Agreement.
4. **EARLY TERMINATION**
In the event Customer terminates this Agreement prior to its expiration, Customer is no longer entitled to any benefits of Custom BloSaver. Customer shall be liable for early termination charges except as otherwise provided for in Section V. of this Agreement. Early termination charges shall be billed in a lump sum equal to 50% of the monthly recurring package price (package price includes local access lines, local usage, and The BASICS if chosen) times the number of months remaining in the term.
5. **CONVERSION**
Early termination charges do not apply if during the term of this Agreement Customer converts the master account under this Agreement to another SBC local service and usage plan under an agreement with a minimum commitment level that is equal to or greater than the local service commitment in this Agreement and the contract term length for the new plan is equal to or greater than the time remaining under this Agreement.
6. **LIABILITY**
The liability of SBC Michigan, if any, to Customer or to any third party for any mistake, omission, non-performance or performance of the Service, or portion of the Service, is limited to an amount equal to a pre rate adjustment of the appropriate recurring charges, if any, hereunder, for the Service or portion thereof.
7. **TERMS FOR CUSTOM BLOSAVERSM**
 - A. **Plan**
Custom BloSaver includes 1-10 access lines, Local Usage, The BASICS feature package (Caller ID with Name, Call Forwarding, Call Waiting, Three-Way Calling, Auto Callback) optional on one line.
 - B. **Select the Term**
Term Selection (mark one):
24 Months 36 Months

v. 2.21 8/19/04 1 CONFIDENTIAL INFORMATION 1
This Confirmation of Service Order is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

Custom BloSaver_CBS_23_W8_MI
Confirmation_of_Service_Order

Page 1 of 3

4282006 1/15/04

Example 2
page 2 of 4

02-09-2005 10:25 ONT TELECOM - 015179123471 NO. 570 003
 M. 000
 PRR-10-2005 01:00 PM CORDONNUMBERS 595-776-9718
 429-9005 W/10%

Custom Business
 Confirmation of Service Order

020 03 000 001

The following monthly price includes taxes (and local usage if Unlimited Local is selected).

Service Term	Unlimited Local	Access Area A	Access Area B	Access Area C
1 Line	\$26.98	\$9.18	\$9.38	\$9.91
2 Lines	\$47.98	\$16.56	\$16.70	\$17.01
3 Lines	\$68.97	\$23.94	\$24.04	\$24.31
4 Lines	\$89.97	\$31.32	\$31.42	\$31.69
5 Lines	\$110.96	\$38.70	\$38.80	\$39.07
6 Lines	\$131.95	\$46.08	\$46.18	\$46.45
7 Lines	\$152.94	\$53.46	\$53.56	\$53.83
8 Lines	\$173.93	\$60.84	\$60.94	\$61.21
9 Lines	\$194.91	\$68.22	\$68.32	\$68.59
10 Lines	\$215.90	\$75.60	\$75.70	\$75.97
24-month Term				
1 Line	\$24.98	\$9.18	\$9.38	\$9.91
2 Lines	\$44.98	\$16.56	\$16.70	\$17.01
3 Lines	\$64.98	\$23.94	\$24.04	\$24.31
4 Lines	\$84.98	\$31.32	\$31.42	\$31.69
5 Lines	\$104.98	\$38.70	\$38.80	\$39.07
6 Lines	\$124.98	\$46.08	\$46.18	\$46.45
7 Lines	\$144.98	\$53.46	\$53.56	\$53.83
8 Lines	\$164.98	\$60.84	\$60.94	\$61.21
9 Lines	\$184.98	\$68.22	\$68.32	\$68.59
10 Lines	\$204.98	\$75.60	\$75.70	\$75.97

C. The BONUS (cash only)
 If Bonus is selected, add \$7.00 to above price if Unlimited Local is selected, \$50 \$11.04 if other local usage 24-month term is selected or add \$11.08 if other local usage 36-month term is selected.

Yes No

D. Select Local Usage (mark one unless Unlimited Local is selected).
 If selected, the following monthly price is added to above price.

500 Local Messages - \$28.00 per 24-month term or \$28.00 for 36-month term
 400 Local Messages - \$18.00 for 24-month term or \$17.00 for 36-month term
 300 Local Messages - \$12.13 for 24-month term or \$11.40 for 36-month term
 100 Local Messages - \$7.00 for 24-month term or \$6.70 for 36-month term

E. Select Local Toll (optional to mark one).
 If selected, the following price is added to above package price.

300 Local Toll Minutes \$18.00
 120 Local Toll Minutes \$8.00
 60 Local Toll Minutes \$2.00

7/1/04
 This Confirmation of Service Order is for use by authorized employees of first parties hereto only and is not for general distribution within or outside their companies.
 CUSTOMER: 002 03 000 001
 Confirmation of Service Order
 Page 2 of 3

Example 2
 Page 3 of 4

03/29/2005 16:35 OK TELECOM 815175133471 NO.378 684
 FEB-12-2005 01:56 PM CURRESDAMPERS 8867769710

LD Business Unlimited Summer Promo - NW

Process to Order: Fresh Start Promotion

Price Plan	Monthly Service Charge	Monthly Credit # 12 months	Termination Name	Termination Code	USOC & Promo Code
Unlimited - 1 Line	\$5.00	\$15.00	Fresh Start	MRC0110	
Unlimited - 2 Lines	\$10.00	\$30.00	Fresh Start	MRC0110	
Unlimited - 3 Lines	\$15.00	\$45.00	Fresh Start	MRC0110	
Unlimited - 4 Lines	\$20.00	\$60.00	Fresh Start	MRC0110	
Unlimited - 5 Lines	\$25.00	\$75.00	Fresh Start	MRC0110	
Unlimited - 6 Lines	\$30.00	\$90.00	Fresh Start	MRC0110	
Unlimited - 7 Lines	\$35.00	\$105.00	Fresh Start	MRC0110	
Unlimited - 8 Lines	\$40.00	\$120.00	Fresh Start	MRC0110	
Unlimited - 9 Lines	\$45.00	\$135.00	Fresh Start	MRC0110	
Unlimited - 10 Lines	\$50.00	\$150.00	Fresh Start	MRC0110	

K Book - Channel Delivery - Midwest
 03_01_01_000

Example 2
 Page 3 of 4

CASE NO. U-14975
EXHIBIT A-13 (CMC-13)

MICHIGAN BELL
 TELEPHONE COMPANY
 TARIFF M.P.S.C. NO. 20R

SBC
 Tariff

PART 4 **SECTION 2**

PART 4 - Exchange Access Services
 SECTION 2 - Exchange Lines and Usage

Original Sheet No. 105

SIMPLELINK ENHANCEDSM II (cont'd)

(N)

D. PRICES

1. Standard Features

A. MMRC Discount

MMRC	Maximum Monthly Allowable Discount	MMRC Volume Discount		
		1 Year	2 Years	3 Years
\$ 45.00	\$85.00	7.0%	8.0%	9.0%
85.00	85.00	8.0%	9.0%	10.0%
200.00	85.00	9.0%	10.0%	11.0%

B. Access Line Bundle

\$16.00 per month for all terms selected and in all access areas.

2. Other Applicable Discounts and Credits

SimpleLink Enhanced II customers will, also, receive an additional 30% discount in addition to the MMRC Volume Discount listed above, for those unregulated services included as SimpleLink Enhanced II Eligible Services. When these unregulated services are purchased in a package discount arrangement they are not eligible for SimpleLink Enhanced II discounts.

SimpleLink Enhanced II customers who have their business network access line(s) with a competitive local exchange carrier within the SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin service area and who now wish to establish their business network access line service with the Company will, also, receive a credit in the amount of their selected MMRC for 1 month per contract year, payable in month 4 for a 1 year term, in months 4 and 16 each for a 2 year term, and in months 4, 16, and 28 each for a 3 year term. All charges credited will continue to contribute to the customer's MMRC, if normally applicable. This credit is not available to customers who have local service with an affiliate of the Company.

3. Nonrecurring Charges

Service Connection Charges are not applicable when establishing or changing to SimpleLink Enhanced II.

(N)

Issued under authority of 1991 PA 179 as amended.

Issued: December 13, 2005

Effective: December 14, 2005

By Robin M. Gleason, Vice President - State Regulatory
 Detroit, Michigan

**STATE OF MICHIGAN
IN THE MICHIGAN PUBLIC SERVICE COMMISSION**

In the matter of the complaint and request for declaratory
ruling of the **Michigan Communications Carriers**
Association; CMC Telecom, Inc.; and Grid 4
Communications, Inc.; against **Michigan Bell**
Telephone Company d/b/a AT&T Michigan to require
AT&T to afford Complainants wholesale rates consistent
with applicable law.

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Case No. U-14975

DIRECT TESTIMONY

OF

DR. GARY L. WOLFRAM

1 **Q. Please state your name.**

2 **A.** My name is Dr. Gary L. Wolfram.

3 **Q. Please describe your education and work experience?**

4 I am George Munson Professor of Political Economy at Hillsdale College and
5 President of Hillsdale Policy Group, a consulting firm specializing in taxation and
6 policy analysis. I am currently on the Board of Trustees of Lake Superior State
7 University, was a former Chairman of the Board of Trustees of Lake Superior
8 State University, served as a member of Michigan's State Board of Education
9 from 1993 to 1999, was a Chairman of the Headlee Amendment Blue Ribbon
10 Commission, and have been a member of the Michigan Enterprise Zone Authority
11 Board. My public policy experience includes serving as Congressman Nick
12 Smith's Washington Office Chief of Staff, Michigan's Deputy State Treasurer for
13 Taxation and Economic Policy under Governor John Engler, and Senior
14 Economist to the Senate in Michigan. I have written monographs on
15 telecommunications reform and have testified several times on
16 telecommunications issues before the Michigan Senate and House Committees, in
17 particular on the 2000 amendments to the Michigan Telecommunications Act
18 ("MTA").

19

20 I graduated *summa cum laude* from the University of California at Santa Barbara
21 and received my Ph.D. in Economics from the University of California at
22 Berkeley. I have taught at several colleges and universities, including Mount
23 Holyoke College, the University of Michigan, and Washington State University.
24 My publications include *Towards a Free Society: An Introduction to Markets and*
25 *the Political System*, and several works on Michigan's tax structure and other
26 public policy issues.

27 **Q. Have you ever testified before the Michigan Public Service Commission?**

28 **A.** Yes. I testified before the Michigan Public Service Commission in Case No. U-
29 13796.

30 **Q. What is the purpose of your testimony?**

1 A. I have been retained by the Michigan Communications Carriers Association to
2 provide expert testimony in this matter. I am testifying in support of a Complaint
3 and Request for Declaratory Relief (“Complaint”) that the Michigan
4 Communications Carriers Association (“MCCA”), CMC Telecom, Inc. (“CMC”),
5 and Grid 4 Communications, Inc. (“Grid 4”) (the “CLECs”) filed against
6 Michigan Bell Telephone Company d/b/a AT&T Michigan (formerly SBC
7 Michigan) (“AT&T”) to require AT&T to afford Complainants wholesale rates
8 consistent with applicable law. Specifically, it is my opinion that the limitations,
9 conditions, and restrictions that AT&T imposes upon its Winback retail pricing
10 and its application of its volume and term requirements are unreasonable and
11 discriminatory. Moreover, I am testifying to describe the anticompetitive effect
12 of the way in which AT&T offers its retail Winback program and term and
13 volume discounts to competitive local exchange carriers (“CLEC”) for resale.

14

15 **I. WINBACK LIMITATIONS AND RESTRICTIONS**

16 **Q. Please describe AT&T’s Winback program.**

17 A. As has been discussed in the direct testimony of Craig Champagne, AT&T’s
18 Winback program offers CLEC subscribers certain discounts and rebates to re-
19 subscribe to AT&T’s service. As shown in the testimony of Craig Champagne,
20 AT&T’s Winback pricing often times is at levels lower than the wholesale price
21 that CLECs can purchase at on a resale/wholesale basis. For some examples of
22 AT&T’s retail Winback offerings, see **Exhibit A-14 (GLW -1)** for a retail offer
23 that AT&T made to Mammoth Video, which was a customer of Grid 4. Also see
24 **Exhibit A-15 (GLW -2)** for a retail offer that AT&T made to JD Metal Works,
25 which was a customer of Quick Connect.

26 **Q. Does AT&T offer its Winback program to CLECs for resale?**

27 A. Yes, but not without significant discriminatory and unreasonable conditions. As
28 discussed in the direct testimony of Craig Champagne, AT&T tariffs its Winback
29 programs for resale. AT&T is required under the Federal Communications Act of
30 1934 (“FTA”) to offer its retail service offering for resale. 47 USC 251(c)(4)
31 requires that incumbent local exchange carriers (“ILEC”) such as AT&T make

1 available to CLECs for resale at wholesale rates “*any* telecommunications service
2 that the carrier provides at retail to subscribers who are not telecommunications
3 carriers.” (Emphasis added.) See also 47 CFR 51.605(a). This statutory
4 requirement includes any promotions or discounted program offered for a period
5 of more than 90 days, unless the ILEC proves to the state commission that
6 restricting such promotions or discounted offering from resale availability is
7 reasonable and nondiscriminatory. 47 CFR 51.613(b) states:

8 “With respect to any restrictions on resale not permitted under
9 paragraph (a)¹, an incumbent LEC may impose a restriction only if
10 it proves to the state commission that the restriction is reasonable
11 and nondiscriminatory.”
12

13 **Q. How does AT&T implement its Winback program in relation to offering it to
14 CLECs for resale?**

15 **A.** As shown in the testimony of Craig Champagne, while AT&T permits CLECs to
16 purchase services at Winback rates on a wholesale basis if CLECs are taking a
17 subscriber from another CLEC, AT&T does not offer to make its Winback
18 wholesale pricing available to CLECs attempting to win customers from AT&T.

19 **Q. Is the condition that AT&T has attached to its Winback retail pricing
20 reasonable and non-discriminatory?**

21 **A.** No. Clearly, the requirement that Winback pricing can be offered only to the
22 customers of CLECs is anti-competitive. The purpose of both the Federal
23 Telecommunications Act of 1996 (Pub. L. No. 104-104) (“Federal Act”) and
24 Michigan’s Public Act 179 of 1991 (MCL 484.2101-484.2701) is to establish
25 competition in the local telephone exchange market. The fundamental problem in
26 establishing such competition is the barrier to entry imposed by the monopoly
27 ownership of the infrastructure necessary to reach customers, including what has
28 come to be known as the “last mile.” Because there is no economic incentive for
29 the monopoly owner of the infrastructure (the ILEC) to allow competitors use of
30 the infrastructure to provide local telecommunications services and since there are
31 substantial economies of scale to creating such infrastructure, requiring ILECs to

¹ Paragraph (a) permits restrictions on resale where they involve cross-class selling and short term promotions. 47 CFR 51.613(a).

1 allow CLECs to purchase telecommunications for resale at wholesale rates is a
2 necessary step to allow CLECs to establish a sufficient customer base so that
3 creating their own infrastructure becomes economically feasible. The
4 fundamental concept is to allow access to the existing infrastructure near what
5 economists call the marginal cost.

6
7 ILECs have the economic incentive to maintain their monopoly over local
8 telecommunications services by finding ways to circumvent the purpose of these
9 statutes. One way of doing this is for the ILEC to offer services to CLEC
10 customers at rates that are below what the ILEC charges the CLEC for these
11 services. AT&T's Winback program is clearly one mechanism to avoid the letter
12 and spirit of the law. It allows AT&T to offer to a subset of customers, those who
13 have migrated to CLECs, a rate that is sufficiently low that the customer will
14 return to AT&T. The only way CLECs could utilize their rights to resell AT&T
15 services and respond to AT&T Winback offerings would be to resell services
16 below their wholesale cost. Obviously, such pricing is not economically viable
17 and would effectively eviscerate the CLECs' rights under federal law to resell
18 ILECs' retail telecommunications services. This program can have no long run
19 impact other than reestablishment of the AT&T monopoly over local
20 telecommunications services.

21
22 The resale mandate under federal law is designed to put CLECs on relatively
23 equivalent footing with ILECs such as AT&T. Because the federal law explicitly
24 obligates incumbents to sell to CLECs at a discount "any" telecommunications
25 service that the incumbent provides at retail, the application of simple
26 mathematics demonstrates that CLECs should always be able to purchase at
27 wholesale at a lower price than end users can purchase at retail. However, by
28 imposing a condition on its Winback offerings, namely that it can be offered only
29 to customers of CLECs, AT&T is attempting to eviscerate its resale obligation
30 under federal law. Such a condition, if permitted to stand, would permit AT&T to
31 offer this program to 100% of the customers that it does not have and, at the same

1 time, ensure that 0% of the customers that it does have are not offered such
2 pricing. Moreover, CLECs are prevented from offering the program to a majority
3 of customers that they do not have – because the majority of customers are ILEC
4 customers.

5
6 In addition, the condition that AT&T imposes on its Winback program increases
7 competitive pressure between CLECs because AT&T *does* offer this pricing to
8 CLECs taking the customers of other CLECs. Thus, 100% of the competitive
9 pressure of AT&T's Winback program falls upon the CLECs, with none of the
10 competitive pressure falling upon AT&T. Therefore, the inevitable and only
11 possible conclusion is that the restriction that limits Winback pricing to CLEC
12 customers only is clearly discriminatory and has the anticompetitive effect of a
13 net migration of customers from the CLECs to AT&T.

14 **Q. May AT&T impose conditions, limitations, or restrictions on its retail
15 pricing?**

16 **A.** AT&T may not impose conditions, limitations, or restrictions on its retail pricing
17 if such conditions, limitations or restrictions are unreasonable or discriminatory.
18 Under 47 USC 251(c)(4)(B), AT&T has an affirmative duty “not to prohibit, and
19 not to impose unreasonable or discriminatory conditions or limitations on, the
20 resale of such telecommunications service” Because the condition that
21 AT&T's Winback pricing be applied only to win CLEC customers is
22 discriminatory, the Michigan Public Service Commission (“MPSC” or
23 “Commission”) should find that that condition is unlawful. The anticompetitive
24 results of AT&T's Winback program amount to unreasonable and discriminatory
25 limitations on the resale of telecommunications services, and should be
26 prohibited.

27 **Q. Are you proposing that AT&T eliminate its Winback offerings?**

28 **A.** No. However, AT&T should be required to implement its Winback program in a
29 manner that is reasonable and nondiscriminatory. As such, AT&T must be
30 required to make its Winback program available to CLECs at resale where CLECs
31 are seeking to win an AT&T customer as well as the customers of other CLECs.

1 **Q. Do you propose a procedure whereby the Commission would permit CLECs**
2 **to win current AT&T customers that AT&T obtained through use of its**
3 **Winback program?**

4 **A.** Yes. Because the manner in which AT&T has been implementing its Winback
5 program is unreasonable and discriminatory, for those customers that AT&T
6 obtained from any CLEC within the previous two years through use of its
7 Winback program, the Commission should require AT&T (1) to provide a list of
8 such customers to that CLEC, (2) to permit the CLEC to seek to win such
9 customers without AT&T requiring that the customers be bound by any term and
10 volume restrictions that resulted from the Winback offering, and (3) to provide
11 such customers notice upon request that accepting a Winback offer from the
12 CLEC will not breach the customer's contract with AT&T.

13 **Q. How should the Commission apply the avoided cost discount to Winback**
14 **pricing when some of the discounts that are offered under that program are**
15 **months of free service?**

16 **A.** The Commission should use the same methodology to determine the real price of
17 a service that AT&T used in the retail offer that AT&T made to Mammoth Video,
18 which was a customer of Grid 4. This offer is attached as **Exhibit A-14 (GLW -**
19 **1)**. The value of all the discounts should be calculated and then spread evenly
20 over the entire term of the contract to arrive at an average monthly price for the
21 entire life of the contract – which would be the “true” price of the service. In the
22 spreadsheet shown at **Exhibit A-14 (GLW -1)**, at each customer location AT&T
23 added all of the discounts together and divided the total discounts by 12 to come
24 up with a monthly discount, which was then subtracted from the monthly base
25 price. For example, at Location 1 (Commerce), there was a \$191.92 discount for
26 two months of free service, a \$160.00 discount for the Seal the Deal promotion,
27 and a \$75.00 signing bonus discount. These discounts added together and divided
28 by 12 equals a monthly discount of \$35.57, which was then subtracted from the
29 \$151.96 base price to arrive at the \$116.39 per month total. This same
30 methodology could easily be used to determine the actual amount of AT&T's
31 retail prices to which the wholesale discount should be applied.

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II. VOLUME AND TERM CONDITIONS

Q. Is AT&T imposing other conditions on their retail pricing that you contend are unreasonable and discriminatory?

A. Yes. The manner in which AT&T attaches volume and term requirements to its retail pricing is both unreasonable and discriminatory.

Q. Please describe AT&T's volume discounts.

A. As discussed in the testimony of Craig Champagne, AT&T provides discounts to its retail customers where they purchase a certain volume of telecommunications services.

Q. Does AT&T make available these volume discounts to CLECs for resale?

A. I understand that to some extent, AT&T makes volume pricing available for resale. However, AT&T does not make volume pricing available to the extent that it should so that this condition passes the statutory test of reasonableness and non-discrimination. AT&T does not permit CLECs to combine the volumes purchased by a CLEC's total customer base to determine the level of volume discount at which the CLEC can purchase from AT&T.

Q. Is it unreasonable and discriminatory for AT&T to require that each of the CLEC's individual customers meet AT&T's volume requirements?

A. I believe that is it. AT&T must prove to the MPSC that such restriction on resale is reasonable. The FCC has stated that it is presumptively unreasonable for ILECs to impose their high-volume discount minimum usage requirements on a CLEC's individual end users as long as the CLEC, in aggregate, meets the minimal level of demand.

“With respect to volume discounts, however, we conclude that it is presumptively unreasonable for incumbent LECs to require individual reseller end users to comply with incumbent LEC high-volume discount minimum usage requirements, so long as the reseller, in aggregate, under the relevant tariff, meets the minimal level of demand. . . . We believe restrictions on resale of volume discounts will frequently produce anticompetitive results without

1 sufficient justification. We, therefore, conclude that such
2 restrictions should be considered presumptively unreasonable.”
3

4 *In the Matter of Implementation of the Local Competition Provisions in the*
5 *Telecommunications Act of 1996*, First Report and Order, CC Docket No. 96-98,
6 FCC 96-325, 11 FCCR 15499, ¶ 939 (rel. Aug. 8, 1996) (“Local Competition
7 Order”).
8

9 CLECs typically purchase large volumes of telecommunications services from
10 AT&T. As recognized by the FCC, such CLECs are thus large volume customers
11 of the ILEC and are entitled to the larger percentage discounts without regard to
12 the volume of services purchased by the ultimate end user.
13

14 I also believe that the burden is on AT&T to prove to the Commission that the
15 restricted manner in which it offers volume pricings to CLECs for resale is
16 reasonable. It is my understanding that AT&T has not attempted to make the
17 requisite showing.

18 **Q. Please describe AT&T’s term discounts.**

19 **A.** As discussed in the testimony of Craig Champagne, AT&T provides discounts to
20 its retail subscribers that commit to purchasing telecommunications services from
21 AT&T for a specified period of time. Term discounts are typically, if not always,
22 combined with volume discounts. In other words, AT&T offers special retail
23 pricing to customers that commit to purchase a certain volume of services for a
24 specified term, usually a number of years.

25 **Q. Does AT&T make its term pricing available to CLECs for resale?**

26 **A.** As with its volume pricing, to some extent, AT&T makes its term pricing
27 available for resale dependent on whether the CLEC’s customer commits to a
28 number of years. Again, as with its volume pricing, AT&T does not treat the
29 CLEC as its customer. Rather, it looks to whether each CLEC’s customer fulfills
30 the condition of a term of years.

31 **Q. Is AT&T permitted to place these term restrictions on its retail pricing?**

1 A. As with AT&T's volume restrictions, AT&T cannot impose these conditions on
2 resale unless AT&T proves to the MPSC that the term restrictions that it places on
3 its retail pricing are reasonable. The FCC expressed its concern over the
4 anticompetitive effects of these types of restrictions, but left the decision as to
5 whether such restrictions are reasonable to the state commissions.

6 "We are concerned that conditions that attach to . . . discounts
7 could be used to avoid the resale obligation to the detriment of
8 competition. Allowing certain incumbent LEC end user
9 restrictions to be made automatically binding on reseller end users
10 could further exacerbate the potential anticompetitive effects. We
11 recognize, however, that there may be reasonable restrictions on . .
12 . discounts. We conclude that the substance and specificity of
13 rules concerning which discount . . . restrictions may be applied
14 to resellers in marketing their services to end users is a decision
15 best left to state commissions, which are more familiar with the
16 particular business practices of their incumbent LECs and local
17 market conditions."

18
19 *Local Competition Order*, ¶ 952.

20 **Q. What makes AT&T's application of its term restrictions to CLECs' purchase**
21 **of telecommunications for resale unreasonable and discriminatory?**

22 A. There are at least three reasons why the term restrictions that AT&T imposes on
23 resellers are unreasonable and discriminatory.

24
25 First, CLECs that purchase telecommunications services from AT&T for resale
26 have a constant need for services. Thus, even if a specific end user customer of a
27 CLEC does not adhere to the term restrictions that AT&T would impose upon its
28 retail customers, the CLEC itself is, in the aggregate, a long-term customer of
29 AT&T and certainly has and will purchase telecommunications services from
30 AT&T for an extensive period of time

31
32 Second, a primary purpose of term restrictions is to ensure that a
33 telecommunications provider is able to recover its costs of initially providing
34 service to a customer. For example, if a carrier determines that it must recover in
35 total \$600 to recoup its costs of providing service to a certain customer, then the

1 carrier will establish a minimum term requirement of 12 months when offering
2 the service at \$50 per month. However, irrespective of whether a customer is
3 AT&T's retail customer or a CLEC's resale customer, AT&T is the carrier that is
4 providing (and being compensated for) the loop, and thus does not face significant
5 risk of being unable its costs of providing service.

6
7 Finally, as a matter of public policy, CLECs should face very limited restrictions
8 in their purchase of telecommunications services at resale. The purpose of resale
9 is to permit CLECs to accumulate a mass of customers, whether initial customers
10 for a start-up CLEC or additional customers in a new area into which an existing
11 CLEC is expanding. These accumulated resale customers in turn provide the
12 CLEC with enough revenues to permit the CLEC to acquire its own switching.
13 However, placing term restrictions on resale services means that CLECs would be
14 hindered in moving customers from resale to platforms where the CLEC uses its
15 own switching. Thus, the competitive goal of CLECs moving customers to their
16 own switches would be impaired if AT&T could impose conditions on resale that
17 would require a CLEC to continue providing service via resale even after the
18 CLEC reaches the crossover point where it becomes more economical to serve the
19 customer with its own switch.

20
21 **Q. Please elaborate on the importance of resale to competition.**

22 **A.** Resale is very important to establishing competition in the telecommunications
23 market. For a competitive environment to continue to exist and thrive, there
24 should be a mechanism that permits new entrants. Resale is the most realistic
25 mechanism in the Federal Act that permits new companies to enter the market.
26 For this reason, it is important that the resale provision of the Federal Act be
27 applied in a reasonable and non-discriminatory manner.

28
29 As noted above, the primary problem with establishing a competitive local
30 telecommunications market is that there are natural economies of scale in
31 producing the service. In order to service one line a CLEC would have to incur

1 very high capital costs in purchasing such items as lines and switches. A goal of
2 the Federal Act was to allow the creation of CLECs capable of offering
3 telecommunications services on their own platforms. The only way to accomplish
4 this is for CLECs to establish a sufficient customer base that the average cost per
5 line is less than the average revenue per line. Until this occurs the CLEC will be
6 unprofitable using its own platform.

7
8 With the elimination of UNE-P, the only realistic way to establish such a
9 competitive system is to have a thriving resale market. It is in the best interest of
10 CLECs to develop their own platform, because engaging in resale leaves them
11 dependent upon the ILEC for service and support and the quality of the
12 infrastructure. It results in the very problems that are discussed in this complaint.
13 Thus it is not in the economic interest of CLECs to continue to engage in resale
14 once they have established a sufficient customer base to offer services on their
15 own platform. But resale is the only way to get a large enough number of
16 customers to make independent infrastructure economically feasible.

17
18 Resale is also important to enable an existing provider to expand into a new
19 service territory. Resale permits the provider to accumulate customers and
20 revenue so that eventually more extensive capital investments for switching and
21 other equipment is economically justified to serve that specific geographic area.

22 **Q. What is the result of the unreasonable and discriminatory term and volume**
23 **restrictions that AT&T imposes upon CLECs?**

24 **A.** By imposing these restrictions on the resale of its retail telecommunications
25 services, AT&T violates and eviscerates the resale requirements of 47 USC
26 251(c)(4), 47 CFR 51.605(a), and 47 CFR 51.613(b). Therefore, the Commission
27 should find that such term and volume conditions, limitations, and restrictions are
28 unlawful and cannot be enforced.

29
30 **III. RESALE PRICING**

1 **Q. At what price is an ILEC required to offer to resell services to CLECs?**

2 **A.** The Federal Act requires ILECs to apply avoided cost discounts to the amount
3 that the ILECs actually charge for retail service. 47 USC 252(d)(3) states:

4 "For the purposes of section 251(c)(4), a State commission shall
5 determine wholesale rates on the basis of retail rates charged to
6 subscribers for the telecommunications service requested,
7 excluding the portion thereof attributable to any marketing, billing,
8 collection, and other costs that will be avoided by the local
9 exchange carrier."

10

11 Also, 47 CFR 51.607 states:

12 "The wholesale rate that an incumbent LEC may charge for a
13 telecommunications service provided for resale to other
14 telecommunications carriers shall equal the rate for the
15 telecommunications service, less avoided retail costs, as described
16 in section 51.609."

17

18 The amount that an ILEC actually charges is not the price that the ILEC writes
19 into its tariff if the ILEC then proceeds to sell service at a price other than the
20 tariff price.

21 **Q. Is there a reason that the fact that AT&T at times prices its retail service on
22 an individualized contract basis ("ICB") excuses AT&T from its obligation
23 under the Federal Act to offer retail prices to CLECs for resale?**

24 **A.** From an economic and policy perspective, I can think of no reason that would
25 justify ICB pricing falling outside of an ILEC's resale obligation to offer for
26 resale (at a wholesale discount) the retail prices that the ILEC actually charges.
27 ICB pricing is just a variant of term and volume pricing. The main aspect that
28 distinguishes ICB pricing from typical term and volume pricing is that ICB
29 pricing is not tariffed and therefore is more difficult for CLECs to become aware
30 of.

31 **Q. Do you propose that a mechanism be established whereby CLECs can learn
32 of AT&T's ICB pricing?**

33 **A.** Yes. Under 47 USC 251(c)(4), ILECs are under the obligation to "offer" their
34 retail services and prices at resale. The only way ILECs can fulfill their

1 obligation to offer these services and prices is if there is a mechanism by which
2 CLECs are apprised of the services and prices.

3 **Q. Do you have a mechanism that you propose?**

4 **A.** Yes. It is very important that such a mechanism be easy to implement and not
5 require monitoring by the MPSC or any other state agencies. AT&T already
6 maintains a password-protected site for CLECs to access information, called
7 CLEC Online. I propose that AT&T be required to post on this website any ICB
8 pricing that it is offering. If there is a volume requirement associated with the
9 price that the CLEC would have to meet, that information should be posted as
10 well. Also, the length of time that the pricing is in effect should be posted.
11 AT&T should not be required to post the name, address, or phone number of any
12 customer or any confidential information – just the specific particulars described
13 above that would be necessary for determining the actual prices that AT&T is
14 charging for service.

15 **Q. How would such a requirement be enforced?**

16 **A.** As I stated above, there should not be any monitoring that is required of the
17 MPSC. The CLECs should be responsible for bringing to the Commission's
18 attention any instances they discover where AT&T is offering retail prices lower
19 than the prices that it tariffs or posts on CLEC Online. Because the requirement
20 that AT&T post its retail pricing terms on CLEC Online would be a directive in a
21 Commission order, if AT&T does not follow such a direction, AT&T would be in
22 violation of Section 305(n) of the MTA, and would thus be subject to remedies
23 and penalties provided for under Section 601 of the MTA.

24 **Q. Please summarize and further explain how AT&T's retail prices should be
25 determined and disclosed.**

26 **A.** First, as discussed above, AT&T's retail prices, as required by Federal Law,
27 should be the prices that AT&T actually charges for the service with all
28 unreasonable and discriminatory conditions, restrictions, and limitations removed.
29 Such unreasonable and discriminatory conditions, restrictions, and limitations that
30 need to be removed and determined to be invalid would include: (i) the condition
31 that certain discounted retail pricing can be offered only to customers of CLECs,

1 (ii) the conditions concerning volume purchases described above, and (iii) the
2 conditions concerning term requirements described above.

3
4 The industry would have access to the prices that AT&T actually charges for
5 services in two ways. First, industry participants should review AT&T's tariffs.
6 Secondly, any pricing for retail services that AT&T offers that is not set forth in
7 its tariffs, AT&T should be required to disclose by posting such pricing
8 information on CLEC Online under its existing confidential, password-protected
9 system.

10
11 AT&T should have the option of posting *all* of its non-tariffed retail pricing
12 actually charged or posting only the lowest price that it actually charges for a
13 service. Regardless of which option AT&T selects, a CLEC should have grounds
14 to complain only if it discovers a price for a service lower than any price that
15 AT&T posts on its website.

16 **Q. You referred to some exhibits in your testimony. Do you request that these**
17 **exhibits be admitted into the record?**

18 **A.** Yes. I have two exhibits, numbered **Exhibit A-14 (GLW -1)** through **Exhibit A-**
19 **15 (GLW -2)**. They are as follows:

20 **Exhibit A-14 (GLW -1)** is a retail offer that AT&T made to Mammoth
21 Video, which was a customer of Grid 4.

22 **Exhibit A-15 (GLW -2)** is a retail offer that AT&T made to JD Metal
23 Works, which was a customer of Quick Connect.

24 **Q. Does this conclude your prepared testimony?**

25 **A.** Yes.

CASE NO. U-14975
EXHIBIT A-14 (GLW-1)

Mar 13 08 09:05a Grid4 Communications

CNG-COM-0100U P.C.



Customer: Mammoth Video
 Sales Rep:

Term: 12 Month

Grid 4 SBC Solution

Loc. / Comments	Units	Current	Subtotal	SBC \$	Subtotal	SAVINGS
Loc. 1 Commerce						
Custom Biz Server 4 lines	1	\$180.00	\$180.00	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$180.00	\$180.00	\$151.00	\$151.00	\$28.00
Loc. 2 Troy						
Custom Biz Server 4 lines	1	\$183.00	\$183.00	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$183.00	\$183.00	\$151.00	\$151.00	\$32.00
Loc. 3 Dearborn						
Custom Biz Server 4 lines	1	\$184.74	\$184.74	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$184.74	\$184.74	\$151.00	\$151.00	\$33.74
Loc. 4 Mason						
Custom Biz Server 4 lines	1	\$185.00	\$185.00	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$185.00	\$185.00	\$151.00	\$151.00	\$34.00
Loc. 5 Eastcote						
Custom Biz Server 2 lines	1	\$128.10	\$128.10	\$79.98	\$79.98	
2 Months Free		\$0.00		-\$79.98		
\$40 Seal The Deal		\$0.00		-\$78.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$128.10	\$128.10	\$79.98	\$79.98	\$48.12
Loc. 6 St Clair Shores						
Custom Biz Server 6 lines	1	\$234.00	\$234.00	\$223.04	\$223.04	
2 Months Free		\$0.00		-\$223.04		
\$40 Seal The Deal		\$0.00		-\$240.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$234.00	\$234.00	\$223.04	\$223.04	\$10.96
Loc. 7 Monroe						
Custom Biz Server 4 lines	1	\$184.00	\$184.00	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$184.00	\$184.00	\$151.00	\$151.00	\$33.00
Loc. 8 Northville						
Custom Biz Server 4 lines	1	\$188.00	\$188.00	\$151.00	\$151.00	
2 Months Free		\$0.00		-\$151.00		
\$40 Seal The Deal		\$0.00		-\$150.00		
\$75 Signing Bonus		\$0.00		-\$75.00		
Subtotal:		\$188.00	\$188.00	\$151.00	\$151.00	\$37.00

Example 1
 page 1 of 2

Mar 13 02 09:05a Grid4 Communications

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Loc. #	Units	Current	Subtotal	SBC \$	Subtotal
Loc. 9 Canton 3					
Custom Biz Server 4 lines	1	\$169.35	\$169.35	\$169.35	\$169.35
3 Months Free		\$0.00		-\$169.35	
\$40 Seal The Deal		\$0.00		-\$169.35	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$118.39
Loc. 10 Ypsanti					
Custom Biz Server 4 lines	1	\$179.00	\$179.00	\$179.00	\$179.00
3 Months Free		\$0.00		-\$179.00	
\$40 Seal The Deal		\$0.00		-\$179.00	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$118.39
Loc. 11 Hialella					
Custom Biz Server 4 lines	1	\$189.48	\$189.48	\$189.48	\$189.48
2 Months Free		\$0.00		-\$189.48	
\$40 Seal The Deal		\$0.00		-\$189.48	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$118.39
Loc. 12 Plant					
Custom Biz Server 4 lines	1	\$211.11	\$211.11	\$211.11	\$211.11
3 Months Free		\$0.00		-\$211.11	
\$40 Seal The Deal		\$0.00		-\$211.11	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$118.39
Loc. 13 Lander					
Custom Biz Server 3 lines	1	\$204.38	\$204.38	\$204.38	\$204.38
3 Months Free		\$0.00		-\$204.38	
\$40 Seal The Deal		\$0.00		-\$204.38	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$118.39
Loc. 14 Bonatus P & T Group 10					
Custom Biz Server 15 lines	1	\$1,497.43	\$1,497.43	\$1,497.43	\$1,497.43
800 # FREE \$0.030/min	1000			\$181.58	\$181.58
2 Months Free		\$0.00		-\$1,497.43	
\$40 Seal The Deal		\$0.00		-\$1,497.43	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$684.01
Loc. 15 O Park					
Custom Biz Server 15 lines	1	\$428.37	\$428.37	\$428.37	\$428.37
2 Months Free		\$0.00		-\$428.37	
\$40 Seal The Deal		\$0.00		-\$428.37	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$303.98
Loc. 16 Corporate					
Custom Biz Server 17 lines	1	\$543.21	\$543.21	\$543.21	\$543.21
001		\$125.00	\$125.00	\$125.00	\$125.00
2 Months Free		\$0.00		-\$543.21	
\$40 Seal The Deal		\$0.00		-\$543.21	
\$75 Signing Bonus		\$0.00		-\$75.00	
			Subtotal:	Subtotal:	\$491.98
TOTAL:	Grid 4		\$5,361.28	SBC Solution	\$3,012.03

Monthly Savings **\$2,349.23**
 ANNUAL SAVINGS **\$27,350.76**

Example 1
 page 2 of 2

CASE NO. U-14975
EXHIBIT A-15 (GLW-2)

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the complaint and request for declaratory ruling)
ruling of the Michigan **Communications Carriers Association;**)
CMC Telecom, Inc.; Grid4 Communications, Inc.; against)
Michigan Bell Telephone Company d/b/a AT&T Michigan to)
require AT&T to afford complainants wholesale rates consistent)
with applicable law.)

Case No. U-14975

PROOF OF SERVICE

Gary L. Field, employed at the Law Office of Gary L. Field, PLLC, being duly sworn,
affirms that on the 1st day of August, 2006, he served a copy of the *Formal Complaint and Request
for Declaratory Ruling* in the above referenced matter upon the following party via electronic mail.

Mr. Craig Anderson
444 Michigan Avenue, Room 1750
Detroit, MI 48226-2517
E-mail: ca9361@sbc.com

Gary L. Field

Digitally signed by Gary L. Field
DN: cn=Gary L. Field, c=US, o=Law Office
of Gary L. Field, PLLC, ou=Gary L. Field,
PLLC, email=gfield@gfieldlaw.com
Date: 2006.08.01 17:10:41 -04'00'

Gary L. Field

Subscribed and sworn to before me on August 1, 2006

Tina A.
Barlow

Digitally signed by Tina A. Barlow
DN: cn=Tina A. Barlow, c=US, o=Law
Office of Gary L. Field, PLLC, ou=Gary L.
Field, PLLC, email=tina@gfieldlaw.com
Date: 2006.08.01 17:10:03 -04'00'

Tina A. Barlow
Ingham County, MI
My Commission Expires September 9, 2008