

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C. 20554

In the Matter of)
)
Petition for AT&T Inc. for Forbearance)
Under 47 U.S.C. § 160(c) from Title II)
and Computer Inquiry Rules with)
Respect to Its Broadband Services) WC Docket No. 06-125
)
Petition of BellSouth Corporation for)
Forbearance Under Section 47 U.S.C.)
§ 160(c) from Title II and Computer)
Inquiry Rules with Respect to Its)
Broadband Services)

**EMERGENCY PETITION FOR
A DECLARATORY RULING OF TIME WARNER TELECOM INC.**

November 21, 2007

Pursuant to Section 1.2 of the Commission's regulations, 47 C.F.R. § 1.2, Time Warner Telecom Inc. ("TWTC"), by its attorneys, respectfully files this emergency petition seeking an expedited declaration clarifying the scope of the forbearance relief granted in the above-captioned proceedings in light of the merger commitments assumed by AT&T Corporation and legacy BellSouth Corporation (collectively, "AT&T") and in light of the terms of the forbearance order itself.

INTRODUCTION AND SUMMARY

In the conditions adopted in connection with the FCC's approval of the AT&T-BellSouth merger, the merging parties committed not to "give effect to" any forbearance that "diminishes" or "supersedes" any of the other conditions set forth in the order. In the order adopted in this proceeding, the Commission partially granted AT&T relief from dominant carrier regulation with regard to non-TDM services such as Ethernet and OCn services. In that forbearance order, however, the Commission reaffirmed that AT&T's existing tariffing, price freeze, pricing flexibility, and facilities discontinuance requirements continue to apply to AT&T, holding that "[t]he *limited forbearance relief* granted herein *does not affect in any way the full force and effect of the merger conditions* adopted in the AT&T/BellSouth Order."¹ Moreover, in a statement issued with the Commission's order, Commissioner Robert M. McDowell explained that AT&T has a continuing obligation to comply with its "existing tariffing, price freeze and facilities discontinuance requirements for non-TDM-based business broadband services" until December 29, 2010 when its merger commitments expire. *Id.*

¹ *Petition of AT&T Inc. for Forbearance and Petition of BellSouth Corporation for Forbearance*, WC Docket No. 06-125, Memorandum Opinion & Order, Separate Statement of Commissioner Robert M. McDowell, 22 FCC Rcd 18705 ¶ 2 (2007) ("*AT&T Forbearance Order*") (emphasis added).

On November 15, 2007, however, AT&T sent a letter advising broadband providers that it “will no longer be offering new Pricing Flexibility Contract Tariffs for certain services.”² This is a clear violation of AT&T’s duty to continue to offer non-TDM-based broadband services under tariff until the expiration of the merger conditions. AT&T has also indicated that it will no longer comply with its existing tariffing or pricing flexibility requirements for non-TDM-based business broadband services.³

As TWTC explained during the AT&T forbearance proceedings, AT&T has a continuing obligation to comply with its merger commitments.⁴ The Commission expressly adopted these commitments to protect the “public interest.”⁵ Section 10 of the Communications Act only allows the Commission to grant forbearance when doing so would further the “public interest.”⁶ Accordingly, the Commission cannot eliminate the merger commitments without running afoul of Section 10 of the Communications Act and the Administrative Procedure Act.⁷ As part of its

² See AT&T New Non-Dominant Broadband Forbearance Pricing Contract Process Letter (Nov. 15, 2007) (attached as an Exhibit hereto) (“AT&T Nov. 15 Letter”).

³ See Letter from Jack Zinman, AT&T, to Marlene Dortch, WC Docket Nos. 06-125, 06-74 (Oct. 10, 2007) (“AT&T Oct. 10 Letter”).

⁴ See Letter from Thomas Jones, Willkie Farr & Gallagher LLP, Counsel for Time Warner Telecom, to Marlene Dortch, FCC, WC Docket Nos. 06-125, 06-74 (Oct. 8, 2007) (“TWTC Letter”); Letter from Thomas Jones, Willkie Farr & Gallagher LLP, Counsel for Time Warner Telecom, to Marlene Dortch, FCC, WC Docket Nos. 06-125, 06-74 (Oct. 11, 2007) (“TWTC Response”).

⁵ See *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, WC Docket No. 06-74, Memorandum Opinion and Order, 22 FCC Rcd 5662, ¶¶ 19-22 (2007) (“AT&T/BellSouth Order”) (the Commission adopts narrowly-tailored, transaction-specific conditions to ensure that the public interest is served by the transaction); 47 U.S.C. §310(d) (2007); see also 47 U.S.C. § 214 (2007).

⁶ See *AT&T Forbearance Order* at ¶ 16 (forbearance only where it would further the public interest); 47 U.S.C. § 160(a) (2007) (same).

⁷ See 47 U.S.C. § 160(a) (2007); 5 U.S.C. § 706(2) (2007); see, e.g., *Fox Television Stations, Inc. v. FCC*, 280 F.3d 1027, 1045 (D.C. Cir. 2002) (“An agency’s view of what is in the public interest may change, either with or without a change in circumstances. But an agency changing its course must supply a reasoned analysis.”) (quoting *Motor Vehicle Mfrs. Ass’n v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 57 (1983); see also *Telecomm. Research and Action Ctr. v. FCC*, 801 F.2d 501, 518 (D.C. Cir. 1986).

obligation to comply with the merger commitments, AT&T must maintain its tariffs for all special access services, including Ethernet and OCn services. The Commission conditioned the grant of forbearance to AT&T on its elimination of tariffs for the services subject to the forbearance order. Thus, compliance with the merger conditions in the this case precludes AT&T from taking advantage of any part of the forbearance order. In light of AT&T's recent announcement, TWTC respectfully asks the Commission to promptly clarify that AT&T must continue to offer its Ethernet and OCn special access services subject to dominant carrier regulation, including the existing tariffing, price freeze, pricing flexibility, and facilities discontinuance requirements applicable today, until the expiration of the AT&T-BellSouth merger conditions.

DISCUSSION

Tariffs are vital to maintaining competition and protecting the public interest. Threats to competition derive not only from *higher tariff rates* but also from *discriminatory tariff rates* that favor affiliated parties as well as other favored customers. For example, the "filed-rate doctrine" exists "to prevent discrimination among consumers" purchasing tariffed services.⁸ As the Supreme Court has explained, "[i]t is that anti-discriminatory policy which lies at 'the heart of the common-carrier section of the Communications Act.'"⁹

In adopting the merger commitments, the Commission required AT&T to comply with its existing tariffing requirements for non-TDM-based business broadband services until December 29, 2010. See *AT&T/BellSouth Merger Order*, App. F; *AT&T Forbearance Order*, Statement of

⁸ *Bryan v. BellSouth Commc'ns, Inc.*, 377 F.3d 424, 429 (4th Cir. 2004); see *Hill v. BellSouth Telecomms., Inc.*, 364 F.3d 1308, 1316 (11th Cir. 2004); *Marcus v. AT&T Corp.*, 138 F.3d 46, 58 (2d Cir. 1998).

⁹ *AT&T Co. v. Cent. Office Tel. Inc.*, 524 U.S. 214, 223 (1998) (quoting *MCI Telecomms. Corp. v. AT&T Co.*, 512 U.S. 218, 229 (1994)).

Commissioner Robert M. McDowell. As discussed above, the merger commitments forbid AT&T from “giv[ing] effect to” any forbearance grant that would “diminish” the merger commitments. A number of merger commitments, however, *would be diminished* if AT&T failed to comply with its existing tariffing requirements. In particular, the *AT&T/BellSouth Merger Order*’s “special access” conditions impose a host of tariff-related requirements. Eliminating these tariffs would gut the effectiveness of the merger commitments and thereby “diminish” AT&T’s obligations under the merger commitments. *See AT&T/BellSouth Merger Order*, App. F, Forbearance Condition No. 2. Accordingly, the Commission should issue a declaration requiring AT&T to continue to comply with its existing tariffing requirements and continue to file tariffs with the Commission. Moreover, under the terms of the *AT&T Forbearance Order*, AT&T must offer any tariffed service subject to the full panoply of dominant carrier regulation.

I. The Merger Commitments Require That AT&T Continues To File And Maintain Dominant Carrier Tariffs With The Commission.

As an initial matter, the merger commitments themselves require AT&T to continue to file tariffs with the Commission. For example, Special Access Condition No. 2 states that AT&T shall not increase rates for services offered “pursuant to, or referenced in TCG FCC Tariff No. 2.” *Id.*, App. F, Special Access Condition No. 2. Accordingly, Condition No. 2 expressly requires AT&T to retain TCG FCC Tariff No. 2.

Similarly, the rate freeze and rate reduction requirements in Special Access Condition Nos. 5 and 6 impose limits on AT&T’s ability to increase the prices for OCn and Ethernet. *Id.*, App. F, Special Access Condition Nos. 5 & 6. These provisions are expressly drafted as requiring implementation through filed tariffs. Condition No. 5 states that “[n]o AT&T/BellSouth ILEC may increase the rates in its *interstate tariffs, including contract tariffs,*

for special access services that it provides in the AT&T/BellSouth in-region territory, *as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.*” *Id.*, App. F, Special Access Condition No. 5 (emphasis added). Special Access Condition No. 6 likewise requires that AT&T reduce the Ethernet services offered in its “*tariffs.*” *Id.*, App. F, Special Access Condition No. 6 (emphasis added). Indeed, as modified by the March 26, 2007 Order on Reconsideration, Condition No. 6 requires AT&T to reduce its rates for DS1, DS3 and Ethernet by filing “all tariff revisions necessary to effectuate” this requirement and by maintaining reduced rates “until 39 months after the day the AT&T/BellSouth incumbent LECs file with the Commission the final tariff revisions necessary to effectuate this commitment.”

Moreover, such tariffs must be *dominant* carrier tariffs. If AT&T were to cease filing dominant “interstate tariffs” and “contract tariffs,” then various regulations, such as notice periods before the tariff becomes effective, would be eliminated. This would gut the effectiveness of special access rate protections. *See* 47 U.S.C. § 203 (2007); 47 C.F.R. §§ 61.1-61.193. Under the dominant carrier tariffing process, customers are provided 15 days notice before a tariffed rate increase becomes effective (*see* 47 U.S.C. § 204(a)(3) (2007)) and can petition to have the tariff suspended *before* the rate change goes into effect. This allows the customers to seek a suspension and investigation of the tariff, pursuant to which the customer receives a refund for rates deemed unlawfully high. A rate increase for a service subject to non-dominant tariff filing requirements need only be filed on one day’s notice. *See* 47 C.F.R. § 61.23. This essentially means that the purchaser must file a complaint challenging the rate after the tariff takes effect and wait many months (*see Order* ¶ 36) before the complaint is resolved. In the meantime, the customer must pay substantial sums to AT&T for what may be an illegally

priced service. Moreover, because the burden of proof falls on the complainant in a formal complaint, the customer is less likely to be able to recoup these losses than would be the case if it had the opportunity to challenge the tariff, for which the carrier bears the burden of proof, before it takes effect.¹⁰ Such an outcome would obviously “diminish” AT&T’s obligations under these merger commitments in violation of the *AT&T/BellSouth Merger Order*.¹¹ Accordingly, AT&T has a continuing obligation to file and maintain dominant carrier tariffs with the Commission for its special access services, and the Commission should issue a declaration requiring it to do so.

II. Eliminating Tariffs Would “Diminish” The Effectiveness Of The Rate Reduction And Rate Freeze Requirements In the Merger Conditions.

Eliminating tariffs would also “diminish” the effectiveness of the rate reduction and rate freeze requirements in the merger conditions. *See id.*, App. F, Special Access Condition Nos. 5-6. As discussed above, tariffs are essential to preventing rate discrimination in favor of affiliated entities and against unaffiliated entities.¹² Accordingly, AT&T has an obligation to continue to comply with its existing tariffs under the *AT&T/BellSouth Merger Order*.

¹⁰ *See Beehive Tel., Inc. v. Bell Operating Cos.*, Memorandum Opinion & Order, 12 FCC Rcd 17930 ¶ 23 (1995) (“Although carriers who file new or revised rates bear the burden of proof in Section 204 proceedings, it is well settled that complainants in Section 208 formal complaint proceedings bear the burden of proof.”). *See also Sprint Commc’ns Co., L.P., v. MGC Commc’ns, Inc.*, Memorandum Opinion & Order, 15 FCC Rcd 14027 ¶ 5 (2000); *Ascom Commc’ns, Inc. v. Sprint Commc’ns Co.*, Memorandum Opinion & Order, 15 FCC Rcd 3223, n.41 (2000); *AT&T Corp., MCI Telecomms., et al. v. Bell Atlantic-Pennsylvania, et al.*, Memorandum Opinion & Order, 14 FCC Rcd 556 ¶ 27 (1998).

¹¹ *See AT&T/BellSouth Merger Order*, App. F, Forbearance Condition No. 2 (prohibiting AT&T from giving effect to any forbearance order that would diminish its merger commitments).

¹² *Bryan v. BellSouth Commc’ns, Inc.*, 377 F.3d 424, 429 (4th Cir. 2004); *see Hill v. BellSouth Telecomms., Inc.*, 364 F.3d 1308, 1316 (11th Cir. 2004); *Marcus v. AT&T Corp.*, 138 F.3d 46, 58 (2d Cir. 1998). Indeed, Footnote 7 of the merger commitments states that the reference to services provided to AT&T’s separate affiliates in the merger commitments “shall not be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish such separate affiliate.” *See id.*, App. F, Special Access Condition No. 4 n.7. Such a statement is conspicuously absent with regard to AT&T’s tariff-filing obligations, yielding the obvious inference that the conditions should be interpreted as requiring continued tariff-filing obligations.

Without tariffs, AT&T could make an offer to an affiliated customer without other customers having any knowledge of or ability to benefit from such an offer. Most obviously, AT&T could charge itself low rates for Ethernet/OCn special access as an input to finished Ethernet/OCn services that include both special access services and other components, such as long-haul service. Absent tariffs, competitors could find themselves in a price squeeze, and the rate reduction and rate freeze requirements in the merger conditions would effectively be useless to a competitor seeking to rely on the services subject to the merger condition rate regulations as a means of competing with AT&T.

Price squeezes are hardly a remote concern for the Commission. In fact, concerns over BOC price squeezes, including AT&T-led price squeezes, caused the Commission to condition the grant of non-dominant treatment of BOC in-region long distance services, including long-distance Ethernet and OCn services, on the BOCs imputing to their retail long-distance services the rates for special access.¹³ Absent tariffs, such imputation requirements would be unenforceable for special access services, because there would be no set special access rate – only a series of negotiated rates, each one potentially different from the next. The threat to competition is very real. As TWTC demonstrated in the AT&T forbearance proceeding, AT&T’s wholesale Ethernet and OCn prices far exceed competitive wholesalers’ rates.¹⁴ It is logical to infer that AT&T’s rates are far above AT&T’s costs. Accordingly, absent tariffs, AT&T could retain these high wholesale rates for competitors while charging itself only the costs of providing the services. In doing so, AT&T could engage in a classic price squeeze by

¹³ See *In the Matters of Section 272(f)(1) Sunset of the BOC Separate Affiliate and Related Requirements*, WC Docket No. 02-112, Report & Order and Memorandum Opinion & Order, 22 FCC Rcd 16440 ¶¶ 99-105 (2007) (“*Section 272 Order*”).

¹⁴ See e.g., Letter of Thomas Jones, Counsel, Time Warner Telecom, to Marlene H. Dortch, Secretary, FCC, WC Dkt. No. 06-125 (filed Sept. 18, 2007).

charging prices for its downstream retail Ethernet/OCn service that are lower than its upstream special access Ethernet/OCn prices. Nor is there any basis in the *AT&T Forbearance Order* for concluding that facilities-based provision of Ethernet/OCn special access would prevent AT&T from engaging in this conduct. This is because the FCC never analyzed the level of competition in this market. It instead relied exclusively on the level of competition in the downstream, mostly long distance, retail market as the basis for granting AT&T forbearance. *See AT&T Forbearance Order* ¶¶ 21-22.

Absent tariffs, no statutory provision prevents AT&T from engaging in harmful competitive practices, such as price squeezes. For example, although Section 202(a) prohibits unreasonable discrimination in charges and services, this provision does not impose a meaningful constraint on the conduct of a non-dominant carrier that is free of tariff-filing requirements. *See, e.g., Orloff v. FCC*, 352 F.3d 415 (D.C. Cir. 2003) (upholding FCC order allowing non-dominant mobile wireless carriers to engage in widespread discrimination).

Thus, eliminating tariff-filing requirements would give AT&T *carte blanche* to lower prices for OCn and Ethernet services selectively in a manner that would harm competition. Eliminating tariffing would “diminish” the effectiveness of the rate freeze and rate reductions in the *AT&T-BellSouth Merger Order*, because it would allow AT&T to offer itself much steeper rate reductions than are available to competitors. In other words, the rate reductions and freezes required by the merger commitments would be substantially less meaningful in the absence of tariff-filing obligations. Indeed, in the absence of tariffing obligations, the merger commitments could only be effective if AT&T had been required to charge Ethernet/OCn at cost-based rates – thus eliminating the risk of a price squeeze. AT&T, however, currently has no obligation to do so.

Accordingly, AT&T has an obligation to continue to comply with its existing tariffing obligations under the *AT&T/BellSouth Merger Order*. Failing to comply with existing tariffing obligations would diminish the merger commitments, which the Commission designed to promote competition in the telecommunications marketplace.

III. AT&T's Failure to File Tariffs Would Also "Diminish" the Effectiveness of Other Merger Commitments.

AT&T's failure to file tariffs would also "diminish" the effectiveness of other merger commitments. For example, Special Access Condition No. 3 prohibits AT&T from providing any "special access offerings" to its wireline affiliates that are not available to other similarly-situated special access customers "on the same terms and conditions." This provision would be virtually impossible to enforce absent tariffs. Without tariffs, neither similarly-situated customers nor the Commission itself would know what special access services AT&T has provided to its wireline affiliates. They would instead be left to trust AT&T to comply with the requirement. Indeed, the very existence of merger conditions such as Special Access Condition No. 4 shows that trusting AT&T (in light of its unwholesome incentives) is insufficient. Condition No. 4 requires AT&T to certify that it has provided "contract tariffed services" to "unaffiliated customer[s]" before providing services to a Section 272 affiliate. This provision demonstrates that the Commission determined that enforcement through certification and tariff-filing obligations was necessary to give meaning to Condition No. 3. Accordingly, eliminating AT&T's tariffing obligations would diminish Special Access Condition No. 3, and it would also effectively eliminate key protections provided in Condition No. 4.

Similarly, Special Access Condition No. 7 requires AT&T to accept mediation for any disputes (1) "relating to AT&T/BellSouth's compliance with the rates, terms and conditions set forth in its interstate special access tariffs," and (2) relating "to the lawfulness of the rates, terms,

and conditions in such tariffs.” *See id.*, App. F, Special Access Condition No. 7. These requirements are only meaningful if the rates, terms and conditions at issue are set forth in tariffs, because they only apply to such rates, terms, and conditions. Moreover, in the absence of tariff-filing requirements, a purchaser would likely be unaware of the terms and conditions included in service arrangements entered into between AT&T and other customers for OCn/Ethernet. Accordingly, the purchaser could not feasibly challenge such rates, terms, and conditions in a mediation proceeding. In this manner, the mediation provision would be “diminished” absent tariff-filing requirements.

Special Access Condition No. 8 likewise prohibits AT&T from including a bar on purchasing UNEs in a tariffed special access service offering (including one for OCn or Ethernet). *See id.*, App. F, Special Access Condition No. 8. Again, this prohibition would have no effect absent tariff-filing requirements. Similarly, Special Access Condition No. 9 requires AT&T to “file one or more interstate tariffs that make available to customers of . . . Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC)s or growth discounts.” *See id.*, App. F, Special Access Condition No. 9. This provision would be nullified if AT&T could withdraw its tariffs for Ethernet services.

IV. Enforcement Of The Merger Condition Tariff-Filing Requirement Precludes AT&T From Taking Advantage Of Any Aspect Of The Forbearance Order.

In the *AT&T Forbearance Order*, the Commission explained that it “condition[ed] the forbearance relief granted to AT&T on its not filing or maintaining any interstate tariffs for its specified broadband services.” *AT&T Forbearance Order* ¶ 42. Indeed, the Commission concluded that this condition was “necessary to protect consumers and the public interest.” *Id.* It follows therefore, that compliance with the merger conditions precludes AT&T from taking advantage of any aspect of the relief granted in the *AT&T Forbearance Order* until the merger

conditions expire. This means that the full panoply of dominant carrier regulations must apply to AT&T's provision of OCn and Ethernet special access services until the expiration of the merger conditions.

In sum, the merger commitments make clear that AT&T has a continuing obligation to file and maintain tariffs with the Commission. In this context, tariffs essentially create a transparent marketplace that ensures compliance with rate reduction and rate freeze requirements while protecting against discrimination and other consequential harms. If AT&T fails to maintain tariffs with the Commission, however, a host of merger commitments would either be nullified outright or at least have their effectiveness diminished substantially. In the absence of tariff-filing protections, AT&T could simply (1) refuse to offer the services protected by the merger commitments, (2) discriminate against unaffiliated broadband providers, and (3) keep prices, terms, and conditions hidden, thus raising significant burdens to enforcing the merger commitments effectively. Absent tariffs, competition would suffer, and the public interest would suffer as well. These harms would be particularly damaging because they would negatively impact *broadband deployment* to business customers and undermine the Commission's goal of expanding broadband penetration throughout the United States. Moreover, under the terms of the *AT&T Forbearance Order*, compliance with the merger conditions requires that AT&T continue to offer OCn and Ethernet special access services subject to dominant carrier regulation. Accordingly, the Commission should promptly issue a declaration requiring AT&T to continue to comply with such dominant carrier regulation.

CONCLUSION

Accordingly, the Commission should promptly issue a declaration requiring AT&T to continue to comply with its merger commitments, and this obligation further requires that AT&T

offer OCn and Ethernet special access services subject to the full panoply of dominant carrier regulations.

Respectfully submitted,

/s/

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ATTORNEYS FOR TIME WARNER TELECOM
INC.

November 21, 2007

EXHIBIT



AT&T 13-STATE - New Non-Dominant Broadband Forbearance Pricing Contract Process

Date: November 15, 2007

Number: **ACCESS07-085**

Category: Special Access

Issuing ILECS: AT&T Illinois, AT&T Indiana, AT&T Ohio, AT&T Michigan, AT&T Wisconsin, AT&T California, AT&T Nevada, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and AT&T Connecticut (collectively referred to for purposes of this Accessible Letter as "AT&T 13-State")

Contact: Account Manager

Effective November 15, 2007, pursuant to the FCC's Memorandum Opinion and Order, In the Matter of Petition of AT&T Inc. for Forbearance Under 47 U.S.C. § 160(c) from Title II and *Computer Inquiry* Rules With Respect to Its Broadband Services, WC Docket. No. 06-125 (released October 12, 2007) ("Broadband Forbearance Order"), AT&T 13-State, will no longer be offering new Pricing Flexibility Contract Tariffs for certain services. Instead, AT&T 13-State will be offering new Non-Dominant Broadband Forbearance Pricing Contracts (Broadband Service Agreements) for such services. In connection with that change, AT&T 13-State will implement a **new** Non-Dominant Broadband Forbearance Pricing Contract Process. The new process will only affect optical services and packet-switched services operating at speeds of 200Kbps or greater ordered under Broadband Service Agreements.

As part of the new contract process, a unique nine-digit contract number will be assigned to each Broadband Forbearance Agreement, and the customer must place that number in the PNUM (promotional number) field on all access service requests (ASRs) to ensure the appropriate contract price is applied to the service or services ordered. If the customer fails to include its nine-digit contract number on the ASR, in the PNUM field, the appropriate contract price will not be applied to the service or services ordered. Here is an example of the unique nine-digit contract number:

PCS070001 (PC represents 'per contract'; S represents the Southwest region; 07 represents 2007; 0001 represents the contract number) (NOTE: S=Southwest; W=West; M=Midwest; E=East)

AT&T 13-State reserves the right to make any modifications to or cancel the above information prior to the proposed effective dates. Should any modifications be made to the information, these modifications will be reflected in a subsequent letter. AT&T 13-State will incur no liability to the customer if such information, mentioned above, is cancelled or is not ultimately put into effect.

Please refer all questions to your Account Manager.