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March 16, 2011

Via Hand Delivery

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 110071-TP; Emergency Complaint of Express Phone Service, Inc. against BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Dear Ms. Cole:

On March 15th, Express Phone filed a Complaint in the above docket. Please substitute Mr. Armstrong's original affidavit enclosed herein for the faxed copy filed yesterday. Thank you for your assistance.

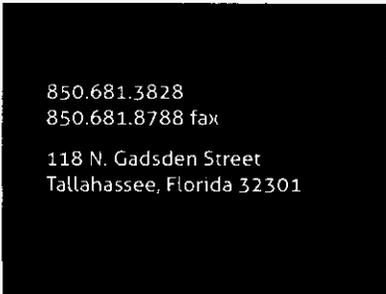
Sincerely,

Vicki Gordon Kaufman
Vicki Gordon Kaufman (Vgk)

VGK/bjd

cc: Parties of Record (w/encl.)

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850.681.3828
850.681.8788 fax
118 N. Gadsden Street
Tallahassee, Florida 32301

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Emergency Complaint of
Express Phone Service, Inc.
against BellSouth Telecommunications,
Inc. d/b/a AT&T Florida

DOCKET NO. _____

Filed: March 15, 2010

AFFIDAVIT OF THOMAS M. ARMSTRONG

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, on this day personally appeared Thomas M. Armstrong, known to me to be the person whose name is subscribed below, who, being by me first duly sworn, upon oath, deposes and says the following:

1. My name is Thomas M. Armstrong. I am President of Express Phone Service, Inc. ("Express Phone"). I am of sound mind, over eighteen (18) years of age, capable of making this affidavit and have personal knowledge of the facts stated herein. I am a custodian of records for Express Phone.

2. Express Phone is a Florida corporation holding CLEC Certificate No. 5636. Express Phone is an ETC. Express Phone has served customers in Florida since 1998.

3. AT&T has demanded that Express Phone pay AT&T a total of \$2,068,668¹ on or before March 18, 2011. This total sum represents \$382,780 for billings pertaining to services rendered in Alabama, \$1,268,490 for Florida, and \$417,398 for Mississippi. If such sum is not received by AT&T's self-imposed deadline, then AT&T has indicated that it will suspend service ordering. If payment is not received by March 29, 2011, AT&T will discontinue or terminate services to Express Phone altogether. Such suspension and termination will essentially put Express Phone out of business.

4. Express Phone serves 3,332 customers in Florida. Almost of Express Phone's customers receive Lifeline service. If AT&T is permitted to move forward with its suspension and termination threats, thousands of Florida customers will be affected.

¹ This amount includes late payment charges in the amount of \$716 for Florida.

5. Contrary to the claim made by AT&T that Express Phone owes it money, at the present time, Express Phone is due \$1,535,527 in promotions/disputes from AT&T that have been filed and remain unpaid. This number likewise contains the late charges which are also disputed; removing the late charges from this amount results in \$1,534,811 in promotions/disputes that are due Express Phone.

6. Express Phone will suffer irreparable injury if AT&T is allowed to follow through with the unilateral suspension proposed in its letter of February 23, 2011. Express Phone relies on AT&T to furnish voice, features, operational support, operator services and all other elements necessary to provide telephone service to Express Phone customers. If AT&T's threatened suspension is not stopped, Express Phone will be forced to cease operations since it would be cut off from its sole source provider for the required wholesale services. Furthermore, Express Phone's customers would be injured as their service would be interrupted and/or they would be denied the services of their chosen provider. Many of Express Phone's customers are credit-challenged and cannot easily meet the terms of service required by AT&T. There is a substantial likelihood that these low income consumers would be left without telephone service for at least some time.

7. Since January 2005, Express Phone has timely filed promotional/dispute claims with ATT. The total amount filed during that time for Florida is \$2,624,156 of which only \$851,190 or 32% have been credited to Express Phone. From January 2005 to December 2008, Express Phone paid 100% of the AT&T invoice amount in full, on time, every month; during that same time frame, Express Phone was only credited 48% of the promotional/dispute claims it filed with ATT.

8. From November 2008 to July 2009, Express Phone filed \$271,040 in promotional/dispute claims. During that same time, AT&T credited Express Phone with only \$1,846 – less than 1%. To this day, those claims remain unpaid. Express Phone paid the undisputed amounts because despite audits, reviews, conferences and meetings AT&T refused to recognize or credit Express Phone with the credits due to it.

9. Since April 2010, Express Phone has been filing a promotional claim for a single type promotion that AT&T is offering its retail customers.² To date, Express Phone's total filings for this promotion exceed \$439,534. To date AT&T has credited Express Phone nothing for this promotion. In fact, AT&T refuses to acknowledge the promotion itself.

10. When the Interconnection Agreement (ICA) between Express Phone and AT&T was signed in 2006, CLEC promotional/dispute claim handling at AT&T was just ramping up. At that time, AT&T credited only 75% of Express Phone's claims – an inappropriate number.

² The promotion relates to unlimited long distance.

However, over just the last twelve months, credits have dropped to less than 28%. During the time period of the AT&T demand letters, in which AT&T outlines the increased provisioning of Express Phone, the amount of promotional/dispute claims due Express Phone has increased 741%, yet the percent credited by AT&T has dropped from 62% to 16%. Thus, AT&T's behavior in the area of the recognition of promotional credits has continued to deteriorate.

11. AT&T has refused to negotiate with Express Phone in its request to opt in to another CLEC's ICA and has unilaterally rejected Express Phone's request to do so.

12. The issue related to the appropriate application of promotional discounts and the amounts owed to Express Phone has been an ongoing issue between the parties for over 6 years (since January 2005). AT&T has taken no steps during this time to resolve, in good faith, these disputed issues. Now, AT&T wants to unilaterally resolve the on-going dispute in its favor and collect all the money it claims in a matter of days, despite the fact that the dispute has developed over many years, not only with Express Phone but with other carriers as well. For AT&T to continue along its intended course of action, as outlined in its demand letter, and to do so without any attempt or effort to reach a mutual resolution is not fair and reasonable and shows a lack of good faith and fair dealing on AT&T's part. AT&T wants to force Express Phone to unilaterally submit to its demands before the underlying issue has been decided, thus forcing Express Phone out of business. AT&T's proposed action would shut down Express Phone without remedy.

13. AT&T currently holds a security deposit from Express Phone in the amount of \$120,000 in Florida.

14. Emergency action by the Florida Public Service Commission is necessary to preserve the status quo, to prevent harm to Express Phone's customers, and to prevent irreparable injury to Express Phone, which will be essentially put out of business by AT&T's threatened action.

15. I have read Express Phone's Emergency Complaint against AT&T. All factual assertions made on behalf of Express Phone therein are within my personal knowledge and are true and correct.

FURTHER AFFAINT SAYETH NOT.



Thomas M. Armstrong
President, Express Phone Service, Inc.

SUBSCRIBED AND SWORN TO before me on this the 15th day of March, 2011 to certify which witness my Hand and Seal of Office.



Jennifer E. Armstrong

Notary Public In and For the State of Florida