

Dorothy Menasco

From: Flatelinc@aol.com
Sent: Thursday, December 22, 2011 1:18 PM
To: Filings@psc.state.fl.us; Rick.Scott@eog.myflorida.com; Adam Teitzman; Bob Casey; Greg Shafer; Laura King; Alex.Starr@fcc.gov; Julius.Genachowski@fcc.gov; Michael.Copps@fcc.gov; Mignon.Clyburn@fcc.gov; Robert.McDowell@fcc.gov; Tracy.Bridgham@fcc.gov; fccinfo@fcc.gov
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Subject: 11-11-02 Florida PSC Docket
Attachments: 11-12-19 Docket.pdf

Please see attachment...

Regards,
Abby Matari
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DOCUMENTAL MESSAGE

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12/27/2011

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December 19, 2011

Ann Cole, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No.: 110306-TP: Request for emergency relief and
Complaint of FLATEL, Inc. against BellSouth
Telecommunications, Inc. d/b/a ATBT Florida to resolve
interconnection agreement dispute

Dear Ms. Cole,

Enclosed FLATEL's Motion and Response to BellSouth/AT&T
Telecommunications, Inc. d/b/a ATBT Florida.

Regards,



Mr. Abby Matari
CEO / Corporate Development

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for Emergency Relief)
and Complaint of FLATEL, Inc.)
Against BellSouth Telecommunications,)
Inc. d/b/a AT&T Florida to Resolve)
Interconnection Agreement Dispute)

Docket No. 110306-TP

Filed: December 19, 2011

FLATEL'S MOTION TO REINSTATE AND RESPONSE TO
BELLSOUTHS FILINGS

FLATEL respectfully submits its Motion to address the Commission and Respond to BellSouth/AT&T's filing dated November 28, 2011. I am not an attorney nor do I pretend to be one. I can however demonstrate that BellSouth/AT&T is not providing service within and according to the "Act" which was created by our Federal Government to protect the consumer and smaller companies such as mine from any legal manipulations. The Commission was put in place to protect these rights of those who depend on it and with the Consumer's best interest in mind. I will address each item within BellSouth/AT&T's context and format so that I may keep my "ramblings" to a minimum and that my filing is not "disjointed". I will demonstrate my position without insult and with a strong stance.

Although the ICA was non-negotiable and unfair, FLATEL is not arguing its so called "unambiguous provision in its Agreement" in this Docket. For many years, FLATEL has made many attempts to reach out to BellSouth/AT&T regarding ongoing billing issues. For example, in 2007, FLATEL reached an agreement with BellSouth/AT&T where a settlement was to be applied to our account bringing our balance to zero and moving forward. The amount agreed to was never applied and there began the compiling issues that were never addressed by BellSouth/AT&T until September 19, 2011 where without prior notice BellSouth/AT&T demanded FLATEL pay an inconceivable amount before addressing any billing issues or face termination.

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For almost 15 years, FLATEL has and continues to pay BellSouth/AT&T every month for its services. FLATEL is not asking the Commission to alter the terms of its Agreement in this Docket. It's merely asking the Commission to do what is right for the sake of the "Act" and the consumers it protects under Federal Law. BellSouth/AT&T acknowledges the Promotional offers (see two of the examples in Exhibit "A") in their filings under this Docket but somehow tries to refer it back to the dispute verbiage in the ICA. FLATEL is not challenging the dispute protocol in the ICA. FLATEL is challenging the Promotions such as the \$0 (zero) charges in instant credits to BellSouth/AT&T End Users with no parity to FLATEL's End Users, which I have provided proof of directly from their website unaltered and word for word.

FLATEL maintains that these are NOT disputes, they are PROMOTIONAL offers instantly given to end users by Bellsouth/AT&T for various reasons. The offers are not disputed by direct customers because they are not overcharges; they are PROMOTIONS which should be treated in the same fashion for FLATEL to ensure fair competition. This is the ONLY logic FLATEL used to short-pay Promotional offers. Disputes however, are over charges which are normally what we would dispute through the ICA dispute protocol. BellSouth/AT&T is aware of the difference between disputes and Promotion claims as stated in their November 28, 2011 motion to this Docket where BellSouth/AT&T suggests FLATEL is attempting to dictate the method AT&T Florida undertakes to process promotion claims. FLATEL is arguing that there is no other way to offer parity to the Florida Consumers of the same instant offer. To require FLATEL to wait many months, and in some cases years, for Bellsouth/AT&T to apply Promotional credits which are instantly applied to their End Users, would require FLATEL in essence, to pay an upfront charge for a customer which we feel obligated to extend the same offers that are competitive in the markets. There is no other way to compete. FLATEL is NOT a non paying wholesale customer as BellSouth/AT&T is slanderously suggesting. Records of all payment history are available upon the Commissions request dating back to 1997.

Since FLATEL's existence in 1997, we have built a data base of customers over the years founded on the original ICA. In recent years BellSouth/AT&T has manipulated their ICA by completely changing the verbiage to be unfair and to their advantage which has put us in this position. Because we had already established a data base of customers who looked to us for service, we had no other option but to sign a non-negotiable, one sided Interconnection Agreement totally against everything the "Act" stands for when it says, "meaningful economic competition between providers of such service" (the "Act"). Although BellSouth/AT&T suggests

FLATEL provides no evidence to support our claim, I have presented proof in the form of emails where I asked if we could negotiate the ICA and was told “no”.

In an effort to keep up with BellSouth/AT&T’s erroneous billing practices, FLATEL has used a third party bill reconciliation company (CGM) who has correctly submitted and escalated all of the pending credits waiting to be addressed. Typically the Promotion adjustment process takes BellSouth/AT&T almost 3 months of billing cycles before FLATEL will see any adjustment to its account whereas BellSouth/AT&T retail customers receive it immediately.

BellSouth/AT&T claims “the Commission knows, AT&T Florida has had issues with some CLEC customers submitting promotion claims that do not meet the qualifications of the promotion and for which the CLECs were not entitled.” FLATEL can not assume responsibility for other CLECs and historically FLATEL has submitted claims of which almost 80% of the adjustments have been applied over the years which should demonstrate our credibility. In other BellSouth/AT&T territories such as the SBC and Ameritech region, BellSouth/AT&T adjusts the same exact Promotions immediately and up front in the ordering process for Resale companies. Florida is the ONLY state that does not, and the Consumers are directly affected.

FLATEL is exercising any grounds to demand BellSouth/AT&T address the erroneous billing practice and apply adjustments in the same way they are applied to the BellSouth/AT&T End Users. FLATEL also requests that the Florida Resale Account is reinstated.

Exhibit "A"



Notice

| | |
|------------------------------|---|
| Notification Type: | Promotion |
| Jurisdiction: | FLORIDA |
| Notice Date: | 11/07/2008 |
| Filing Package Number: | FL-08-0202 |
| Service Name: | PR- Res Svc Connection Charge Waiver |
| Tariff /Price List Sections: | A2 |
| Expected Issue Date: | 12/19/2008 |
| Expected Effective Date: | 12/22/2008 |
| Descriptive Narrative: | Service Connection Charges may be waived for Competitive Acquisition residential customers (customers not currently with AT&T for local service) who subscribe to Complete Choice Basic (or any other package or service that contains those elements) or who subscribe to basic local service plus two nonzero rated features. |



Accessible

| | | | |
|--------------------------|---|-------------|-----------------|
| Date: | July 1, 2009 | Number: | CLECSE09-105 |
| Effective Date: | September 1, 2009 | Category: | Resale |
| Subject: | (ORDERING AND PROVISIONING) Revision to Win-back Cash Back Promotion - FL | | |
| Related Letters: | CLECSE09-100 | Attachment: | NA |
| States Impacted: | Florida | | |
| Response Deadline: | NA | Contact: | Account Manager |
| Conference Call/Meeting: | NA | | |

Effective September 1, 2009, Competitive Acquisition Customers who purchase Complete Choice® Basic or Enhanced will receive a one-time cashback amount of \$6.07 using the methodology announced in CLECSE09-100, dated July 1, 2009.

AT&T Florida reserves the right to modify or cancel the above information. Should any such action be taken, it will be reflected in a subsequent letter to CLECs. AT&T Florida will incur no liability for the foregoing.