

**Eric Fryson**

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**From:** Flatelinc@aol.com  
**Sent:** Wednesday, January 11, 2012 1:58 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  
**Cc:** bm1694@att.com; jg1893@att.com; lp5882@att.com; chuck.campbell@cgminc.com; Beth.Murphy@cgminc.com; bryant.peters@cgminc.com; AMatari@flatel.com; ASolar@flatel.com; LBurgos@flatel.com; rgreene@greenelegalgroup.com  
**Subject:** 12-1-06 Florida PSC Docket  
**Attachments:** 12-1-06 Docket.pdf

Please see attachment...

Regards,

**Abby Matari**

**FLATEL**

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Executive Center Suite 100

West Palm Beach, FL 33409

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DOCUMENT NUMBER-DATE

00206 JAN 11 2012

FPSC-COMMISSION CLERK

1/11/2012

# **FL@TEL**

Florida Telephone Co.

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Executive Center, Suite 100  
West Palm Beach, FL 33409

**Abby Matari**

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E. Amatari@Flatel.com  
W. www.Flatel.com

January 6, 2012

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  
Telecommunications, Inc. d/b/a AT&T Florida.

Regards,



Mr. Abby Matari  
CEO / Corporate Development

DOCUMENT NUMBER DATE

00206 JAN 11 2

FPSC-COMMISSION CLERK

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 Dimute )

Docket No. 110306-TP

Filed: January 6, 2012

FLATEL'S MOTION TO REINSTATE AND RESPONSE TO  
BELLSOUTHS FILINGS

FLATEL, Inc. respectfully submits its Motion to the Florida Public Commission in response to BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida") filings. AT&T suggests that the "Commission does not have jurisdiction to grant FLATEL the injunctive relief it seeks". I will remind everyone that the Florida Public Service Commission is put in place by our Federal Government. By Federal law, the Commission has the jurisdiction to exercise regulatory authority over utilities and to assure that the Consumers best interest and most essential services rate base/economic regulation; competitive market oversight; and monitoring of safety, reliability, and service are accounted for. The Florida Public Service Commission should grant FLATEL the relief it seeks by demanding AT&T Florida apply Promotional credits due FLATEL immediately and to reinstate the Resale Agreement. FLATEL has established throughout this entire process that it is entitled to such relief to provide competitive telephone service to the Florida Consumer on equal grounds.

***"The Florida Public Service Commission is committed to making sure that Florida's consumers receive some of their most essential services — electric, natural gas, telephone, water, and wastewater — in a safe, affordable, and reliable manner. In doing so, the PSC exercises regulatory authority over utilities in one or more of three key areas: rate base/economic regulation; competitive market oversight; and monitoring of safety, reliability, and service."***

Source: The Florida Public Service Commission's home page underneath the picture of Commissioners:  
Eduardo E. Balbis, Lisa Polack Edgar, Ronald A. Brice, Art Graham, Julie Imanuel Brown

DOCUMENT NUMBER DATE

00206 JAN 11 2012

FPSC-COMMISSION CLERK

In recent years AT&T Florida has manipulated their ICA by completely changing the verbiage to be unfair and to their advantage. In no way would FLATEL agree to the “new” or amended one sided manipulated terms of the ICA where AT&T demand payment for Promotions (not disputes), but the Agreement was never negotiable. Because we had already established a data base of customers who looked to us for service, we had no other option and forced to sign a non-negotiable, one sided Interconnection Agreement totally against everything the “Act” stands for. We also firmly believe that AT&T is in direct violation of the Telecommunications Act SEC. 252. [47 U.S.C. 252] PROCEDURES FOR NEGOTIATION, ARBITRATION, AND APPROVAL OF AGREEMENTS by giving FLATEL no option but to sign a non-negotiable Interconnection Agreement (ICA) in which we were forced to waive our rights and also allowing AT&T to “legally”, per their ICA, demand payment for Promotions (not disputes) that would otherwise be instantaneously waived in its entirety for their own End Users. AT&T Florida also suggests it violated Federal law with its last Docket statement: "Beyond that, if FLATEL disagreed with AT&T Florida's position on any matter addressed in the Agreement, it had the right under federal law" Although AT&T Florida suggests FLATEL provides no evidence to support our claim, I will again present proof in the form of emails where I asked AT&T Florida if we could negotiate the ICA and was told “no” (see attached Exhibit “A” email dated 1-10-12).

FLATEL currently has no past due balance. Therefore an extended payment plan is not an attempt to resolve any monetary issues between AT&T and FLATEL. AT&T has refused to address the Promotional overcharges to date. With reference to the language in the ICA regarding disputes, FLATEL’s position is not that there are “disputes” over credits that impact AT&T’s demand for payment. FLATEL’s position is that the charges AT&T is seeking to collect have accrued over several years based on AT&T’s failure to process and apply Promotions under the Communications Act Sec. 251(b)(1). As a result, the charges currently demanded by AT&T represent Promotions that should be set off against the amounts owed to AT&T. The United States Supreme Court does not allow a setoff which is what the Promotions are in this case. FLATEL would like to exercise any rights to see to it that the FPSC and the FCC intervene in this matter to demand that AT&T reconcile the amount it demands.

FLATEL maintains its position that these are NOT disputes, they are PROMOTIONAL offers instantly given to end users by AT&T for various reasons. These 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 for the Florida consumer. It is

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imperative that that the Commission recognize the difference between incorrect charges by AT&T Florida that are considered Disputes and are normally what FLATEL would dispute through the ICA dispute protocol; Promotions should be applied immediately because they are free to the AT&T Florida consumer. AT&T Florida is aware of the difference between disputes and Promotion claims as stated in their November 28, 2011 motion to this Docket. There is no other way to offer parity to the Florida Consumers of the same instant offers which is in direct violation of the "Act" and everything the Florida Public Service Commission stands for.

AT&T states that "AT&T Florida sent FLATEL bills for services rendered and FLATEL disagrees with the amounts AT&T Florida has billed for those services, FLATEL is allowed to have its disagreements heard and resolved in accordance with the terms of the Agreement, but the Agreement makes clear that in the meantime, FLATEL must pay all amounts billed regardless of the reason for its disagreement." This statement by AT&T Florida couldn't be more contradicting where FLATEL should not be forced to pay something AT&T Florida clearly does not charge to its customers: (Directly from AT&T's web site: AT&T residential customers who use our web site to establish new service and order at least 2 calling features *will not be charged* a line connection fee (a savings of up to \$46). Translated, FREE.

In its Docket, AT&T Florida recognizes the Promotions and also states: "When an AT&T Florida retail customer orders services included in a promotional offering, AT&T Florida can determine in real time whether the retail customer qualifies for the promotion. In contrast, AT&T Florida cannot tell in real time whether an end user of a reseller like FLATEL qualifies for the promotion. AT&T Florida, therefore, reviews a reseller's request for promotional credit and, for those that qualify, AT&T Florida appropriately discounts the effective price decrease associated with the promotion by the Commissions established resale discount rate and passes that discounted amount along to the reseller." This is an admission by AT&T Florida that it failed to pass along the amounts in question quickly enough and whereas the playing field is one sided and discriminatory.

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

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Exhibit "A"

**Subj:** RE: UNE contract renewal  
**Date:** 1/11/2012 9:55:33 A.M. Eastern Standard Time  
**From:** [lburgos@flatel.net](mailto:lburgos@flatel.net)  
**To:** [flatelinc@aol.com](mailto:flatelinc@aol.com), [FLATEL@aol.com](mailto:FLATEL@aol.com)

Unfortunately no.

**From:** [lburgos@flatel.net](mailto:lburgos@flatel.net) [mailto:[lburgos@flatel.net](mailto:lburgos@flatel.net)]  
**Sent:** Tuesday, January 10, 2012 5:19 PM  
**To:** GOODMAN, SHEMEGA L  
**Subject:** RE: UNEP Contract

Thank you for the urgent response. Is any portion of the contract such as rates, PROMO, etc negotiable?

**From:** [sg2492@att.com](mailto:sg2492@att.com)  
**Sent:** Jan 10, 2012 2:00:06 PM PST  
**To:** [lburgos@flatel.net](mailto:lburgos@flatel.net)  
**Subject:** RE: UNEP Contract

Attached is the amendment that was sent in August 2011.

**From:** [lburgos@flatel.net](mailto:lburgos@flatel.net) [mailto:[lburgos@flatel.net](mailto:lburgos@flatel.net)]  
**Sent:** Tuesday, January 10, 2012 4:51 PM  
**To:** GOODMAN, SHEMEGA L  
**Subject:** RE: UNEP Contract

I am really sorry I wasn't on my desk at the time. Will you be sending the contract via email?

**From:** [sg2492@att.com](mailto:sg2492@att.com)  
**Sent:** Jan 10, 2012 12:19:36 PM PST  
**To:** [lburgos@flatel.net](mailto:lburgos@flatel.net)  
**Subject:** RE: UNEP Contract

Hi.

I just tried calling you. I didn't get a response.

I resend the contract to you if you would like.

**From:** Lobsang Burgos [mailto:[lburgos@flatel.net](mailto:lburgos@flatel.net)]  
**Sent:** Tuesday, January 10, 2012 2:53 PM  
**To:** HARRIS, TAMEKIA D; GOODMAN, SHEMEGA L  
**Cc:** [FLATEL@aol.com](mailto:FLATEL@aol.com); [Flatelinc@aol.com](mailto:Flatelinc@aol.com)  
**Subject:** RE: UNEP Contract

Thank you Ms Harris.

Is there a number I can reach Ms Goodman at?

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