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December 30, 2013

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

Re: Amended Complaint Docket No.: 110306-TP:
Request for FPSC to address all disputes in question by FLATEL on ATT's claim for monies owed by Flatel Inc to AT&T
Complaint of FLATEL, Inc. against BellSouth Telecommunications, Inc. d/b/a AT&T Florida to address unfair interconnection agreement dispute changes, formulas, and requirements used by ATT to calculate disputes.

Dear Ms. Cole,

Enclosed FLATEL's Motion to amend the request for addressing a matter previously brought before the commission and was dismissed for improper wording on the docket. Complaint of FLATEL, Inc. against BellSouth Telecommunications, Inc. d/b/a AT&T Florida to resolve dispute formulas and unfair promotional credits due to Flatel.

Regards,

A handwritten signature in black ink, appearing to read "Abby Matari", is enclosed in a rectangular box.

Mr. Abby Matari
CEO / Corporate Development

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Amended: Request for addressing Disputes, formulas for calculating disputes, and promotional credits due Flatel Inc - Docket No. 110306-TP
Complaint of FLATEL, Inc. against BellSouth Telecommunications, Inc. d/b/a AT&T Florida to Resolve unfair Interconnection Agreement Requirement changes causing Flatel loss of over 7000 customers as well as its reputation.

Filed: December 30, 2013

FLATEL'S MOTION TO AMEND DOCKET 110306-TP

FLATEL finds it necessary to amend our petition to the Florida Public Service Commission for their intervention in what we believe to be unlawful practice by AT&T. FLATEL has found it necessary to appeal to the Florida Public Service Commission which exercises regulatory authority over the telecommunications industry and its competitive market oversight. FLATEL respectfully requests the Florida Public Service Commission to look into what we believe to be unlawful practice where by AT&T offers immediate relief via Promotions to its End Users without parity to instantly offer the same exact relief to FLATEL's End Users.

There are various issues and practices AT&T has implemented that severely impact the way FLATEL can offer service to the Florida consumer. From the way AT&T processes the promotions and known issues they have yet to credit us for, AT&T is aware and has acknowledged the following but has yet to make any attempt to resolve.

- 1.) FLATEL is forced to wait a minimum of 60 days for credit of the promotion to impact the bill. In all other AT&T regions and the AT&T Retail side, the effect of the impact of the promotion is on the first bill. Instead, the process for FLATEL is as follows:
 - Receive the AT&T invoice on the designated bill day – depending on the day the new customer signs on, FLATEL will receive the bill for that customer up to 28 or 30 days later
 - File a promotion request with the AT&T Promotions group
 - Await acknowledgment of the promotion request
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- Await resolution of the promotion request
- If the promotion request is approved, FLATEL could wait as long as 30 days to see the credit on the subsequent AT&T invoice

On average, for an approved promotion, the time it takes for FLATEL to receive the benefit of the promotion is 75 days from the day the customer signed up.

If the promotion request is denied by AT&T and FLATEL does not agree, they have the ability to send a billing dispute to AT&T requesting they reinvestigate the promotion with the additional information provided. Since 2008 FLATEL has yet to see any adjustments in promotion requests that fall into this Promo that have yet to be addressed by AT&T. The submission date of these billing disputes dates back to 1/19/2009.

- 2.) “PAMA7/PAMA8 Issue” - At the end of 2008, Bellsouth introduced two new local service packages to replace their three existing local service packages.

The old packages were:

PAMA6 – known as the “2Pack” and included Caller ID + Call Waiting

PAMA5 – known as the “Preferred Pack” and included 3-5 features

VSB – known as “Complete Choice” and included 6+ features

Bellsouth retired the PAMA5 and PAMA6 packages on 1/27/2009 and the VSB on 2/19/2009.

The new (and current) packages are:

PAMA7 – known as “Complete Choice Basic” and includes Caller Id + Call Waiting

PAMA8 – known as “Complete Choice Enhance” and is the full feature option including 3+ features.

Bellsouth introduced both packages on 11/17/2008.

In December 2008, Bellsouth updated the tariff and accessible letters to include those “who subscribe to Complete Choice Basic (or any other package or service that contains those elements)”. This language update included both PAMA7 and PAMA8 subscribers.

In January 2009, we noticed a sharp decrease in the approval rating of the Line Connection

Charge Waiver and the Cash back–Acquisition promotion. We had been accustomed to seeing a 95% approval however in December it dipped to 35% and then 6% in January. We sampled the lines that were denied and they all had either the PAMA7 or PAMAM8 package accordingly. Our theory was that the new PAMA7 and PAMA8 packages that AT&T is offering had not been added to AT&T’s promotion logic. We we immediately brought this to the attention of Nicole Bracy and Ad Allen in the Bellsouth promotions group.

We were told by Bellsouth in February that they did “show there is an issue with PAMA 7 and 8 with the Cash back Acquisition and LCCW promotions” and IT was working to fix the issue. In the meantime we should continue to file the promotions as usual and anything improperly denied would be credited once the fix was in place. We continued to see denials of these promotions until Bellsouth implemented the new logic in April 2009. We were assured that Bellsouth would reevaluate the promotions that were denied incorrectly because of their logic error; however that re-evaluation process has yet to take place.

- 3.) AT&T’s attempted to lower the value of the \$50 Cash Back on 9/1/2009. AT&T attempted to lower the value from \$50 to \$6.07 in Florida. At no point did AT&T consult with the Florida Public Service Commission to notify them of this dramatic change in business. The rate reduction was revoked on 11/4/2009 but in that short amount of time AT&T short paid FLATEL by implementing the reduced rate prior to 9/1/2009. Also AT&T should be required to credit additionally any lines that were paid at the lesser amount.
- 4.) Retail Promotion Legal Action – AT&T has been reducing cash-back credits by the amount of the wholesale discount in each state. For example, if the AT&T promo is \$50 and the Florida wholesale discount is 21.83%, AT&T has been crediting Florida resellers for \$39.08 rather than the full \$50. We believe this is in direct violation of the Bellsouth vs. Sanford decision of 2007 that states that promotions should not be discounted.
- 5.) AT&T Promos Denied without details – From 2006 to 2008, AT&T has rejected legitimately requested promotional credits, while has not provided any reason or detail for the rejection.

In this next example, AT&T offers immediate consumer relief via Line Connection Waiver PROMO to its End Users on the AT&T website:

AT&T Q&A Answer: “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)”

“Florida Statute 364.162, Negotiated prices for interconnection and for the resale of services and facilities; commission rate setting.—“

This is an action to cure PROMO actions by AT&T for very serious damages as a result of AT&T’s unreasonable practice in direct violation of the Communications Act of 1934. FLATEL is exercising any grounds to demand AT&T’s be held accounted for their actions operating under the laws set forth in the Telecommunication Act. FLATEL has been providing quality telecommunication services to the consumer for over 15 years and we have always been in compliance. Please do not disregard our appeal...

Sincerely,



Mr. Abby Matari
CEO / Corporate Development