

Diamond Williams

100432-TP

From: WOODS, VICKIE (Legal) [vf1979@att.com]
Sent: Thursday, December 02, 2010 10:26 AM
To: Filings@psc.state.fl.us
Subject: 100432-TP AT&T Florida's Notice of Filing
Importance: High
Attachments: Document.pdf

A. Vickie Woods

BellSouth Telecommunications, Inc. d/b/a AT&T Florida
 150 South Monroe Street
 Suite 400
 Tallahassee, Florida 32301
 (305) 347-5560

vf1979@att.com

B. Docket No. 100432-TP: Request for Emergency Relief and Complaint against BellSouth Telecommunications, Inc. d/b/a AT&T Florida by American Dial Tone, Inc.

C. BellSouth Telecommunications, Inc. d/b/a AT&T Florida on behalf of Manuel A. Gurdian

D. 9 pages total (includes letter, certificate of service and pleading and Exhibit A cover sheet)

E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Notice of Filing

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Manuel A. Gurdian
General Attorney

AT&T Florida
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December 2, 2010

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

**Re: Docket No. 100432-TP: Request for Emergency Relief and
Complaint against BellSouth Telecommunications, Inc. d/b/a AT&T
Florida by American Dial Tone, Inc.**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Notice of Filing the Memorandum of Understanding between American Dial Tone, Inc. f/k/a Ganoco, Inc. and AT&T Florida, which we ask that you file in the captioned matter. Exhibit A of the Memorandum of Understanding contains confidential information and will be filed under a separate Notice of Intent today.

Copies have been served to the Parties shown on the attached Certificate of Service list.

Sincerely,

Manuel A. Gurdian

cc: Parties of Record
Jerry D. Hendrix
Gregory R. Follensbee
E. Earl Edenfield, Jr.

CERTIFICATE OF SERVICE
Docket No. 100432-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 2nd day of December, 2010 to the following:

Larry D. Harris
General Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
lharris@psc.state.fl.us

Matthew Feil
Gunster, Yoakley & Stewart, P.A.
215 South Monroe, Suite 618
Tallahassee, FL 32301
Tel. No. 850-521-1708
mfeil@gunster.com
Atty. for American Dial Tone, Inc.

American Dial Tone, Inc.
Mr. David Gainer
6905 North Wickham Road, Suite 403
Melbourne, FL 32940-7553
Tel. No.: (321) 373-1343
Fax.: (321) 248-0787
tom@telecomgroup.com



Manuel A. Gurdian

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for Emergency Relief and) Docket No.: 100432-TP
Complaint against BellSouth Telecommunications,)
Inc. d/b/a AT&T Florida by American Dial Tone, Inc.)
_____) December 2, 2010

AT&T FLORIDA'S NOTICE OF FILING

BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") hereby files the attached Memorandum of Understanding between American Dial Tone, Inc. f/k/a Ganoco, Inc. ("ADT") and AT&T Florida.

Respectfully submitted this 2nd day of December, 2010.



E. Earl Edenfield, Jr.
Tracy W. Hatch
Manuel A. Gurdian
AT&T Florida
c/o Gregory R. Follensbee
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MEMORANDUM OF UNDERSTANDING

American Dial Tone, Inc. f/k/a Ganoco, Inc. ("ADT"), Federal Taxpayer ID Number - 59-3547114, and BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") (hereinafter sometimes individually referred to as a "Party" and together referred to as the "Parties") enter into this Memorandum of Understanding ("MOU") to memorialize an interim agreement that enables AT&T Florida to restore order processing for ADT on its Florida resale accounts on an interim basis, pending a final resolution in Docket No. 100432-TP before the Florida Public Service Commission. In a letter dated September 13, 2010, AT&T Florida notified ADT of AT&T Florida's belief that ADT is in breach of its Interconnection Agreement that became effective on August 6, 2006 (the "ICA") and AT&T Florida's tariff by reselling AT&T Florida's residential service to LifeConnex Telecom, LLC ("LifeConnex"), an affiliate of ADT. Pursuant to the September 13 breach letter and the ICA, AT&T Florida has suspended order processing for ADT's Florida resale accounts. In response, ADT filed a complaint at the Florida Public Service Commission, Docket No. 100432-TP. To restore order processing and avoid disconnection of service during the pendency of Docket No. 100432-TP, the Parties agree to this MOU, under the following terms and conditions:

1. Payment(s) to Segregated Account.
 - a. ADT will pay \$197,081.30 to AT&T Florida in immediately available funds pursuant to AT&T Florida's standard payment procedures and designated to an account number which AT&T Florida will provide to ADT by 6:00 pm EST on Wednesday, December 1, 2010. AT&T Florida will hold the funds in an interest-bearing segregated account. Attached as Exhibit A is a list of telephone numbers that ADT represents and warrants are the telephone numbers for all LifeConnex end users who, as

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of the Effective Date (as defined below), are being served by using an AT&T Florida wholesale residential line purchased by ADT from AT&T Florida.

b. After the Effective Date of this MOU and until there is a final resolution in Docket No. 100432-TP, on or before its monthly bill payment date for each of its Florida resale accounts, ADT will make additional payment(s) to AT&T Florida in the amount of **\$29.80 x N**, where N is the number of telephone numbers listed on Exhibit A that remained in service on the date AT&T Florida issued the then-current monthly bill to ADT. ADT will make such payment(s) pursuant to AT&T Florida's standard payment procedures and designated to the account number which AT&T Florida provided to ADT pursuant to the paragraph 1(a) hereof. AT&T Florida will add such payment(s) to the interest-bearing segregated account. The Parties acknowledge and agree that if ADT complies with paragraph 3 hereof, then, at the most, ADT will be required to make additional payment(s) to AT&T Florida for the segregated account for one billing cycle after the initial payment required by this paragraph.

c. Any and all interest earned on the funds held in the segregated account shall be deposited into same.

d. The funds held in the segregated account will not be considered a "security deposit" for the purposes of determining whether the security deposit maintained by ADT with AT&T Florida complies with the parties' ICA. Payments made pursuant to this MOU shall not impact in any way ADT's obligation to pay bills issued by AT&T Florida, and ADT shall not have the right to deduct payment from or dispute any portion of any bill issued by AT&T Florida based on a payment made pursuant to this MOU.



c. Notwithstanding any provisions of the ICA, the Parties agree that AT&T Florida will maintain the funds in the segregated account until they mutually agree that it is no longer needed or until Docket No. 100432-TP pending in the Florida Public Service Commission is finally resolved through final appeal or settlement. Disbursements from the segregated account shall be made only in accordance with written authorization by both Parties hereto or in accordance with written order of the Florida Public Service Commission. All interest earned on funds in the segregated account shall be disbursed to ADT and/or AT&T Florida in the same proportion as the principal.

2. ADT represents and warrants that it is not currently allowing any telecommunications providers other than LifeConnex to use lines or other services purchased by ADT from AT&T Florida. ADT agrees to not add any new service(s) to LifeConnex or, pending the final resolution of Docket 100432-TP, provide AT&T Florida's service to any other telecommunications provider.

3. Within ten (10) business days after the Effective Date (as defined below) of this MOU, ADT shall disconnect service for all LifeConnex end users for which ADT is currently reselling AT&T Florida's residential service to LifeConnex. To the extent there is any inconsistency between paragraphs 1 and 3 hereof, paragraph 3 shall control.

4. Within one (1) business day after ADT has paid AT&T Florida \$197,081.30 in compliance with paragraph 1(a) hereof, AT&T Florida will restore ADT's order processing for its Florida resale accounts. In the event ADT fails to timely perform any of the requirements imposed by paragraphs 1, 2 and 3 hereof, then AT&T Florida will be entitled to suspend order processing immediately on ADT's resale accounts in Florida. In the event ADT breaches paragraph 2 hereof, then AT&T Florida will be entitled to disconnect ADT's resale accounts in

Florida with five (5) business days' notice. AT&T Florida will not suspend order processing on or disconnect ADT's resale accounts in Florida so long as all requirements imposed on ADT by this MOU are timely met and ADT complies with all of its other obligations under the ICA.

5. This MOU is not intended to and does not in any way alter ADT's contractual obligations to pay for services provided by AT&T Florida pursuant to the ICA and does not impact in any way ADT's obligation to pay any past due amount(s), nor does it limit in any manner AT&T Florida's rights and ability to pursue collection from ADT or its affiliates of any amount(s) owed to AT&T Florida.

6. The Parties agree that this MOU reflects the Parties' intent and does not necessarily address all of the circumstances which may arise while this agreement is in effect. The Parties therefore agree that this MOU will be filed with the Florida Public Service Commission and that either Party may seek assistance or, if necessary, relief from the Commission concerning the implementation and/or amendment of any provision of this MOU to implement the Parties' intent.

7. The Parties and the undersigned hereby acknowledge and represent that the undersigned are authorized to bind the Parties on whose behalf they have signed. The Parties agree that the use of faxed or pdf signatures is acceptable. This MOU shall be effective on the date of last signature executing the MOU, and such date shall be the "Effective Date."

[remainder of page intentionally left blank]

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This Memorandum of Understanding is accepted and agreed by the Parties as of the date of signatures below.

AMERICAN DIAL TONE, INC. d/b/a
GANOCO, INC.

By: Christina B Sutel
Signature

Name: Christina B Sutel
Typed or Printed

Title: Secretary

Date: 12-1-2010

BELLSOUTH TELECOMMUNICATIONS,
INC. d/b/a AT&T FLORIDA

By: Kathy J Wilkinson
Signature

Name: KATHY J. WILKINSON
Typed or Printed

Title: AVP- CALL CENTER

Payroll Co. Name: AMERITECH SERVICES, INC.
(authorized signatory for BellSouth
Telecommunications, Inc. d/b/a AT&T
Florida)

Date: DECEMBER 1, 2010

875456

Exhibit A
(Confidential – filed under a separate
Notice of Intent dated 12/2/10)