

Eric Fryson

From: WOODS, VICKIE (Legal) [vf1979@att.com]
Sent: Wednesday, January 18, 2012 4:53 PM
To: Filings@psc.state.fl.us
Subject: 110306-TP AT&T Florida's Response in Opposition to FLATEL's Second Motion to Reinstate

Importance: High

Attachments: Document.pdf



Document.pdf
(2 MB)

- A. Vickie Woods
BellSouth Telecommunications, LLC d/b/a AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301
(305) 347-5560
vf1979@att.com<mailto:vf1979@att.com>
- B. Docket No.: 110306-TP: Request for emergency relief and Complaint of FLATEL, Inc. against BellSouth Telecommunications, LLC d/b/a AT&T Florida to resolve interconnection agreement dispute
- C. BellSouth Telecommunications, LLC d/b/a AT&T Florida
on behalf of Tracy W. Hatch
- D. 10 pages total (includes letter, certificate of service, pleading and Exhibit 1)
- E. BellSouth Telecommunications, LLC d/b/a AT&T Florida's Response in Opposition to FLATEL's Second Motion to Reinstate
.pdf

DOCUMENT NUMBER - DATE
00350 JAN 18 2012
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Tracy W. Hatch
General Attorney

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: (850) 577-5508
thatch@att.com

January 18, 2012

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

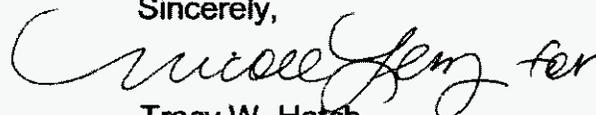
**Re: Docket No.: 110306-TP: Request for emergency relief and
Complaint of FLATEL, Inc. against BellSouth
Telecommunications, Inc. d/b/a AT&T Florida to resolve
interconnection agreement dispute**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, LLC d/b/a AT&T Florida's Response in Opposition to FLATEL's Second Motion to Reinstate, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



Tracy W. Hatch

cc: All Parties of Record
Gregory R. Follensbee
Suzanne L. Montgomery

998004

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FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
Docket No. 110306-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 18th day of January, 2012 to the following:

Pauline Robinson
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No.: (850) 413-6183
pevans@psc.state.fl.us

FLATEL, Inc.
Mr. Abby Matari
Executive Center, Suite 100
2300 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409-3307
Tel. No.: (561) 688-2525 ext
Fax No.: (561) 688-7334
AMatari@Flatel.net


for Tracy W. Hatch

975821

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for Emergency Relief) Docket No. 110306-TP
and Complaint of FLATEL, Inc.)
Against BellSouth Telecommunications,)
Inc. d/b/a AT&T Florida to Resolve)
Interconnection Agreement Dispute) Filed: January 18, 2012

**AT&T FLORIDA’S RESPONSE IN OPPOSITION TO
FLATEL’S SECOND MOTION TO REINSTATE**

BellSouth Telecommunications, LLC¹ d/b/a AT&T Florida (“AT&T Florida”) respectfully submits its Response in Opposition to the second Motion to Reinstate filed by FLATEL, Inc. (“FLATEL”) on January 11, 2012. The arguments raised by FLATEL are the same as the arguments raised in its prior filings, and AT&T Florida will not repeat its responses here. Instead, AT&T Florida submits this response for the limited purpose of responding to the email chain that FLATEL attached as Exhibit A to its second motion. The discussion in that email chain is irrelevant to the issues in this docket and AT&T Florida respectfully requests that the Commission not give it any consideration.

ARGUMENT

This docket concerns FLATEL’s breach of its Commission-approved Interconnection Agreement by failing to pay its bills for resale service in full as required by the plain and unambiguous terms of that Interconnection Agreement. In a transparent attempt to manipulate the Commission into ruling in its favor, FLATEL submitted a portion of an email chain from last week involving a different contract between the parties – the Commercial Agreement between AT&T Florida and FLATEL for the provision of Local Wholesale Complete service (mistakenly referred to by FLATEL as UNE-P service). FLATEL wrongly argues that the January 2012

¹ Effective July 1, 2011, BellSouth Telecommunications, Inc. was converted to BellSouth Telecommunications, LLC by operation of Georgia law.

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email chain establishes that AT&T Florida refused to negotiate the terms and conditions of the Interconnection Agreement more than six years ago. FLATEL is wrong by all counts.

A complete copy of the email chain is attached here as Exhibit 1. FLATEL focuses on the response to its inquiry as to whether terms “such as rates, PROMO, etc” are negotiable, in which a representative of AT&T Florida responded “Unfortunately no.” (Ex. 1 at 1.) FLATEL’s arguments that there is something wrong with this response and that it is relevant here are without merit.

First, the complete email chain confirms that the question and response relate to the Commercial Agreement. The subject of the email chain is “UNEP Contract,” and begins with a question from a FLATEL representative asking about those services and the renewal status of the “UNE contract.” (Ex. 1 at 5.) AT&T Florida provides Local Wholesale Complete services² to its CLEC customers pursuant to rates, terms and conditions contained within Commercial Agreements, not the Interconnection Agreement that is at issue in this proceeding. In context, it is clear that the AT&T Florida response to FLATEL’s question about whether terms “such as rates, PROMO, etc” are negotiable referred to AT&T Florida’s rates for the Local Wholesale Complete service.

Second, this email discussion from January 2012 is irrelevant to the negotiations concerning its Interconnection Agreement, which was entered in July 2005 and extended in 2009. *See generally* Docket Nos. 050492-TP, 090028-TP. What AT&T Florida said in January 2012 in the context of a different contract is completely irrelevant. If FLATEL felt that AT&T Florida did not negotiate in good faith in connection with the Interconnection Agreement, it had the right under federal law to either mediate the provision with the assistance of the Commission

² Local Wholesale Complete, previously known in Florida as Wholesale Local Platform, is a voluntary service offering that AT&T Florida developed when it was relieved of its obligations to provide UNE-P.

or present the disagreement to the Commission and have the Commission determine through an arbitration what language the parties would include in the Interconnection Agreement. *See generally* 47 U.S.C. § 252(a), (b). FLATEL's decision not to invoke its legal rights then does not allow it to ask the Commission to re-write its Interconnection Agreement now.

AT&T Florida, therefore, respectfully requests that the Commission deny FLATEL's Motions to Reinstate and grant AT&T Florida's Motion to Dismiss in its entirety.

Respectfully submitted this 18th day of January, 2012.

AT&T FLORIDA


for _____
Tracy W. Hatch
AT&T Florida
c/o Gregory R. Follensbee
150 South Monroe Street
Suite 400
Tallahassee, FL 32301
Tel. No. (305) 347-5558
Fax. No. (305) 577-4491
th9467@att.com

From: GOODMAN, SHEMEGA L
Sent: Wednesday, January 11, 2012 3:56 PM
To: 'lburgos@flatel.net'
Subject: RE: UNEP Contract

Thank you for the signature page. Your account will be restored tomorrow morning.

Please make sure to send in the original signature page.

From: lburgos@flatel.net [mailto:lburgos@flatel.net]
Sent: Wednesday, January 11, 2012 12:43 PM
To: GOODMAN, SHEMEGA L
Subject: RE: UNEP Contract

Ms Goodman,

See the executed contract attached. Please advice if there is anything missing and when will our UNE account be reinstated. Thanks for your assistance.

From: sg2492@att.com
Sent: Jan 10, 2012 5:38:43 PM EST
To: lburgos@flatel.net
Subject: RE: UNEP Contract

Unfortunately no.

From: 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
Sent: Jan 10, 2012 2:00:06 PM PST
To: 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]
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
Sent: Jan 10, 2012 12:19:36 PM PST
To: 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]
Sent: Tuesday, January 10, 2012 2:53 PM
To: HARRIS, TAMIKIA D; GOODMAN, SHEMEGA L
Cc: FLATEL@aol.com; Flatelinc@aol.com
Subject: RE: UNEP Contract

Thank you Ms Harris,

Is there a number I can reach Ms Goodman at?

Sincerely,

Lobsang Burgos

Director of Operations

FLATEL, Inc.

P 561-688-2525 x 117

F 561-688-7334

www.flatel.com

From: HARRIS, TAMIKIA D [mailto:th4478@att.com]
Sent: Tuesday, January 10, 2012 2:10 PM
To: Flatelinc@aol.com; lburgos@flatel.net; GOODMAN, SHEMEGA L
Cc: FLATEL@aol.com; HARRIS, TAMIKIA D
Subject: RE: UNEP Contrac

Shemega, see email below from Flatel.

Thanks,

Tamikia D. Harris

Sr. Carrier Accounts Manager-Local Services

AT&T Operations, Inc.

600 N. 19th Street, 10th FL

Birmingham, Alabama 35203

205-321-4706 (Phone)

205-321-4637 (Fax)

th4478@att.com(Email)

If you have received this message in error or do not wish to receive future commercial electronic mail messages from AT&T-Wholesale Services [click here](#) or write to us at:

Attn: AT&T Wholesale Marketing Communications

Room 8D32

754 Peachtree St. NE

Atlanta, GA 30308

From: Flatelinc@aol.com [mailto:Flatelinc@aol.com]
Sent: Tuesday, January 10, 2012 12:40 PM
To: HARRIS, TAMIKIA D; lburgos@flatel.net
Cc: FLATEL@aol.com
Subject: Re: UNEP Contrac

Hello Shemega,

Please respond at your earliest convenience...

Regards,
Abby Matari
FLATEL

2300 Palm Beach Lakes Blvd.
Executive Center Suite 100
West Palm Beach, FL 33409
E AMatari@Flatel.com
P 561-688-2525 x 102
F 561-688-7334
W www.Flatel.com
W www.StateLifeline.com

This message contains information from FLATEL which may be confidential and privileged. If you are not an intended recipient, please refrain from any disclosure, copying, distribution or use of this information and note that such actions are prohibited. If you have received this transmission in error, please notify by email AMatari@Flatel.com

In a message dated 1/10/2012 1:01:48 P.M. Eastern Standard Time, th4478@att.com writes:

Lobsang,

You will need to contact your negotiator, Shemega Goodman, to sign a new LWC contract. Apparently there were several notices that were sent to the impacted CLECs on last year, as well as deadlines given in which you were required to respond to.

I have cc'd Shemega on this response.

Thanks,

Tamikia D. Harris

Sr. Carrier Accounts Manager-Local Services
AT&T Operations, Inc.
600 N. 19th Street, 10th FL
Birmingham, Alabama 35203
205-321-4706 (Phone)

205-321-4637 (Fax)

th4478@att.com(Email)

If you have received this message in error or do not wish to receive future commercial electronic mail messages from AT&T-Wholesale Services [click here](#) or write to us at:

Attn: AT&T Wholesale Marketing Communications
Room 8032
754 Peachtree St. NE
Atlanta, GA 30308

From: Lobsang Burgos [mailto:lburgos@flatel.net]

Sent: Tuesday, January 10, 2012 11:31 AM

To: HARRIS, TAMIKIA D

Cc: flatelinc@aol.com; FLATEL@aol.com

Subject: UNEP Contrac

Good Morning Tamikia,

We are having an issue with our UNE account, every order is clarifying and when we called LCSC they said that our UNE contract was not renewed. Can you please look into it urgently and get back to us.

I would really appreciate it.

Sincerely,

Lobsang Burgos

Director of Operations

FLATEL, Inc.

P 561-688-2525 x 117

F 561-688-7334

www.flatel.com