

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

**IN THE MATTER OF THE )  
APPLICATION OF EASY TELEPHONE )  
SERVICE COMPANY D/B/A EASY )  
WIRELESS FOR DESIGNATION AS AN )  
ELIGIBLE TELECOMMUNICATIONS )  
CARRIER ON A WIRELESS BASIS )  
(LOW INCOME ONLY) )**

**Case No. TA-2011-0164**

**APPLICANT’S RESPONSE TO ALLEGATIONS IN EXTRA-RECORD  
COMMUNICATION**

Comes now Applicant Easy Telephone Service Company (“Applicant” or “Easy”), by its undersigned counsel, and in response to allegations raised in a recent extra-record communication, states the following:

1. On May 10, 2011, the Commission filed a Notice Regarding Extra-Record Communication (“the Notice”), arising out of a May 7, 2011, email sent by Mr. Jeff Jefferson to each of the Commissioners. Neither the email, which was attached to the Notice, nor the Notice itself identifies Mr. Jefferson or provides any information which would allow the Commission to establish his bona fides or his motive in sending the email to the Commission. The email raises two allegations against the Applicant: first, that it paid a penalty to the Florida Public Service Commission arising out of slamming complaints, and second, that AT&T is about to cut off the Applicant’s access to the Public Switched Telephone Network as a result of a business dispute.

2. In this pleading the Applicant responds to the two allegations in the Jefferson email. In addition, at Staff’s request, the Applicant provides two additional pieces of information that will be included in the record.

3. Attached to the Jefferson email is a Notice of Proposed Agency Action and Order Approving Settlement Agreement, issued March 7, 2011, by the Florida Public Service Commission. A simple review of the document should assure this Commission that Easy Tel

actually acted responsibly in the matter addressed in that Order. The matter involved slamming allegations against Easy Tel's wireline (not wireless) operation. Easy Tel has been a CLEC in Florida for twelve years. When Easy Tel became aware of complaints of possible slamming in the latter part of August, 2010, it conducted an internal audit and discovered that all of the complaints originated from a single third-party marketing agent. Easy Tel withheld payment from that agent and the agent terminated its employees who were found responsible for the problems. When the problems did not immediately cease, Easy Tel fired the agent. After that firing, which took place in December, 2010, no other slamming complaints have been generated.

4. To resolve the matter favorably to the customers and the Florida Commission, Easy Tel voluntarily proposed a settlement under whose terms the slammed customers would, at their option, receive full compensation in the form of a customer credit, or would be returned to their original carrier. Easy Tel proposed a settlement payment of \$1,000 per customer complaint, for a total of \$106,000. The Commission found that proposal acceptable and approved it in the March 7 Order. Easy Tel promptly paid the full amount of the settlement.

5. With respect to the second allegation in the Jefferson email, relating to Mr. Jefferson's claim that Easy Tel was AT&T was about to "disconnect" Easy Tel for "non payment of past due amounts," [sic] the fact is that the dispute arises out of the negotiation of a successor to the interconnection agreement between Easy Tel and AT&T that expired last year. The crux of the dispute is that upon expiration of the agreement, Easy Tel lost the protection of a clause which allowed it to escrow amounts subject to dispute with AT&T, a common provision in interconnection agreements. As part of its leverage in the negotiations, AT&T has demanded that Easy Tel pay all amounts every month, even those amounts about which it has a legitimate dispute. The Commission will note that the heavily redacted AT&T letter attached to the Jefferson email indicates that "until July, 2010, Easy Telephone was near current on its

accounts..” This demonstrates that the problem arose only after expiration of the previous interconnection agreement.

6. Thus, the Jefferson email provides no evidence that Easy Tel is an irresponsible provider. In fact, the email demonstrates the contrary. When Easy Tel became aware of possible slamming problems, it identified the source and took swift action, and after that proposed and entered into a settlement to satisfy the mistreated customers and the regulatory commission. In facing hardball tactics from the country’s largest service provider in the interconnection agreement negotiations, Easy Tel is experiencing nothing more than many CLECs face in their dealings with AT&T.

7. Neither the Applicant nor any affiliate of the Applicant has, or has had, any relationship, formal or informal, with the companies the Commission and, possibly, other Missouri government agencies are investigating, and which are collectively known as “ATMS.” Second, the Applicant has wireline ETC designation in Florida. It does not have wireless ETC designation.

8. Finally, attached to this pleading is a letter from Jose Cortes, outside counsel for Telecom Service Bureau. Mr. Cortes prepared this letter to Commission Staff in light of an email message they received from Ms. Rodriguez. It appears that Mr. Rodriguez’s email to Staff was incomplete. The email required a response, and that response is contained in Mr. Cortes’s letter.

Wherefore, Easy Wireless thanks the Commission for its consideration of the matters addressed herein.

Respectfully submitted,

/s/ Mark P. Johnson

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Attorneys for Easy  
Telephone Service Company

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served electronically on this 20th day of May, 2011, on the following:

General Counsel  
Missouri Public Service Commission  
PO Box 200  
Jefferson City, MO

Office of Public Counsel  
PO Box 360  
Jefferson City, MO

/s/ Mark Johnson  
Mark Johnson, Esq.

Garry D. Adelo  
Dock Blanchard ♦♦♦♦  
Jose H. Cortes, Jr. ♦  
Edwin A. Green, III ♦  
Melissa K. Hancock  
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ATTORNEYS AT LAW SINCE 1974

May 20, 2011

Missouri Public Service Commission  
Attn: Dana Parish  
P.O. Box 360  
Jefferson City, MO 65102

**Re: Easy Telephone Service Company Application for Designation  
as an ETC in the State of Missouri / File No. TA-2011-0164**

Dear Ms. Parish:

On May 11, 2011, I received an email from Emi Rodriguez that was also sent to you and to Mr. John Van Eschen. Due to the fact that I was made a part of the email, it is appropriate for me to respond to the same. This letter is attached to a pleading that Easy Wireless is filing in the referenced docket.

In Ms. Rodriguez's email, she states that she had a couple of conversations with me wherein I directly asked her to retract her statement and refuse to cooperate with all governmental agencies in consideration for the payment of \$20,000.00. Rather than pulling a three-word phrase out of an email, I have attached to this correspondence the email Ms. Rodriguez has referenced.

As you will note from the email, there is a reason that Ms. Rodriguez pulled three words from the email, instead of providing you with a copy of it. Specifically, Ms. Rodriguez contacted me for the purpose of discussing her request to resolve this matter once and for all. I did not call her, she called me. As Telecom Service Bureau's attorney, I have an obligation to inform my client of any and all offers made by an opposing party. But, based on the prior "communication difficulties" between the parties, I felt it appropriate to confirm Ms. Rodriguez's offer before presenting it to my client. Please note that Ms. Rodriguez confirmed receipt of my email, and in no way challenged its content. Specifically, the email confirms that she contacted me to discuss the resolution, and outlined my understanding of what she proposed as a resolution if she were paid the amount of \$20,000.00 that she requested in our telephone conference.

Again, please note that we were contacted by Ms. Rodriguez, and that, if paid, she stated that she would not meet with the Inspector General and would not cooperate with USAC or any other PSC to pursue any previously filed claims against TSB or any CLEC that it provides services to.

Please also note that the purpose of my email was to confirm her proposal, as well as to confirm the fact that her proposal would be forwarded to Mr. Fernandez for his consideration.

Missouri Public Service Commission

Re: Easy Telephone Service Company Application for Designation  
as an ETC in the State of Missouri / File No. TA-2011-0164

May 20, 2011

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Should you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely yours,

BLANCHARD, MERRIAM,  
ADEL & KIRKLAND, P.A.

Jose H. Cortes, Jr.

JHC/t

Enclosure

cc: Mark P. Johnson, Esq. w/ encl.

**From:** fullaccessexp@gmail.com on behalf of Full Access Experiential Media Group  
[info@fullaccessexp.com]  
**Sent:** Friday, March 11, 2011 4:59 PM  
**To:** Jose H. Cortes, Jr.  
**Cc:** Terri L. Witherspoon; info@fullaccessexp.com  
**Subject:** Re: TSB / Full Access

Got your email on my phone.

On Mar 11, 2011 4:15 PM, "Jose H. Cortes, Jr." <JCortes@bmaklaw.com> wrote:

> Emi

>  
> This will confirm our teleconference a few moments ago wherein you contacted me to discuss your request to resolve this issue once and for all.

>  
> Based on our discussion, it is my understanding that if you are paid the amount requested in our teleconference, you would contact the USAC agent you spoke with and request that the charge/complaint that you filed be withdrawn immediately. You also stated that you would not meet with the inspector general for USAC, and would not cooperate with USAC or any other PSC to pursue any of your previously filed claims against TSB or any of the CLECs that it provides services to.

>  
> Please acknowledge your receipt of this email and confirm that the forgoing is correct. Once I receive your response, I will forward it to Mr. Fernandez for his consideration.

>  
> Jose H. Cortes, Jr.  
> BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.  
> 4 Southeast Broadway Street  
> Ocala, Florida 34471  
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