

PACHULSKI
STANG
& ZIEHL
JONES

LAW OFFICES
LIMITED LIABILITY PARTNERSHIP
SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500
TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

COM _____
ECR _____
GCL _____
SPC _____
ACF _____
SSC _____
SGA _____
ADM _____
CLK *Nancy*

LOS ANGELES
10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100
TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705
(Courier Zip Code 19801)
TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

NEW YORK
780 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024
TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

WEB www.pszjlaw.com

John D. Fiero

July 22, 2009

jfiero@pszjlaw.com

RECEIVED-FPSC
09 JUL 27 AM 9:30
COMMISSION
CLERK

090000-07

VIA U.S. MAIL

Dear Creditor:

The Official Committee of Unsecured Creditors (the "Committee") is pleased to present you with the following:

- Second Amended Joint Plan of Reorganization ("Plan");
- Disclosure Statement to Second Amended Joint Plan of Reorganization ("Disclosure Statement");
- Ballot for Acceptance or Rejection of the Plan ("Ballot"); and
- Court Order entered July 22, 2009 approving the Disclosure Statement

The Disclosure Statement describes the Plan in detail and the Committee urges you to review it carefully. The Plan is the product of extensive work by the Creditors Committee – work focused upon seeing to it that payment of all available funds is made to creditors, and occurs as quickly as possible after confirmation. For this reason, **the Creditors Committee urges you to vote in favor of the Plan** by filling out and signing the Ballot, and then returning it to the Committee's counsel by email, mail or fax no later than 5:00 p.m. on August 12, 2009.

Your completed signed Ballot should be addressed as follows:

John Fiero
Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, CA 94111
Fax: 415 263-7010 or Email: jfiero@pszjlaw.com

If you have any questions, not resolved by your review of the Disclosure Statement or the Plan, please contact counsel for the Committee or the Debtor for further assistance.

Very truly yours,



John D. Fiero

DOCUMENT NUMBER-DATE

07616 JUL 27 09485-001\DOCS_SF:66536.2

FPSC-COMMISSION CLERK

John D. Fiero (CA Bar No. 136557)
Maxim B. Litvak (CA Bar No. 215852)
Gail S. Greenwood (CA Bar No. 169939)
PACHULSKI STANG ZIEHL & JONES LLP
150 California Street, 15th Floor
San Francisco, California 94111-4500
Telephone: 415/263-7000
Facsimile: 415/263-7010
Email: jfiero@pszjlaw.com

Attorneys for The Official Committee of Unsecured Creditors

Michael H. Ahrens (CA Bar No. 44766)
Steven B. Sacks (CA Bar No. 98875)
Ori Katz (CA Bar No. 209561)
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4106
Telephone: 415.434.9100
Facsimile: 415.434.3947
mahrens@smrh.com

Attorneys for Debtor and Debtor-in-Possession
Old T.B.R., Incorporated, f/k/a The Billing Resource, dba Integretel

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re

OLD T.B.R., INCORPORATED, f/k/a THE
BILLING RESOURCE, dba INTEGRETTEL,

Debtor

Case No.: 07-52890 ASW

Chapter 11

**NOTICE OF (1) HEARING REGARDING
CONFIRMATION OF THE SECOND
AMENDED JOINT PLAN OF
REORGANIZATION, (2) TIME FOR FILING
BALLOTS TO ACCEPT OR REJECT THE
SECOND AMENDED JOINT PLAN OF
REORGANIZATION, AND (3) TIME FOR
FILING OBJECTIONS TO PLAN
CONFIRMATION**

Date: September 1, 2009
Time: 10:00 a.m.
Place: United States Bankruptcy Court
280 South First Street
San Jose, CA
Judge: Hon. Arthur S. Weissbrodt
Ctrlm: 3020

DOCUMENT NUMBER - DATE

07616 JUL 27 8

FPSC-COMMISSION CLERK

TO ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that, at a hearing, on July 17, 2009, the Court approved the Disclosure Statement to Second Amended Joint Chapter 11 Plan of Reorganization filed and served herewith in connection with the Second Amended Joint Plan of Reorganization [Redline] [Docket Number 998] (the "Plan").

There are transmitted herewith:

- a. A copy of the Plan;
- b. A copy of the approved Disclosure Statement;
- c. A ballot for acceptance or rejection of the Plan; and
- d. A copy of the Court's Order entered July 22, 2009, approving the Disclosure Statement and establishing certain procedures related to plan confirmation.

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Plan will be held on **September 1, 2009 at 10:00 a.m.** in courtroom 3020 of the Honorable Arthur S. Weissbrodt, United States Bankruptcy Judge, located at 280 South First Street, San Jose, California 95113. In connection with such hearing, the debtor and debtor-in-possession Old T.B.R., Incorporated f/k/a The Billing Resource dba Integretel (the "Debtor") and the Official Committee of Unsecured Creditors of the Debtor (the "Committee") (collectively, the "Plan Proponents") seek final confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that in order to be valid and counted, ballots must be returned to the Plan Proponents for tabulation so that they are received no later than **5:00 p.m. on August 12, 2009**, and delivered (by mail, facsimile, or email) as follows:

John D. Fiero, Esq.
Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, California 94111-4500
Telephone: 415/263-7000
Facsimile: 415/263-7010
Email: jfiero@pszjlaw.com

The Plan Proponents shall cause a ballot tabulation to be filed with the Court and served upon those parties requesting special notice herein no later than August 14, 2009.


//

1 **PLEASE TAKE FURTHER NOTICE** that any objections to confirmation of the Plan must
2 be filed with the Court and served upon the Plan Proponents' counsel (at the addresses provided in
3 the upper left hand corner of the first page of this Order) so that they are received no later than **5:00**
4 **p.m. on August 17, 2009.** Any reply in support of confirmation of the Plan shall be filed and served
5 upon the objecting parties (if any) by no later than August 24, 2009. Pursuant to Local Bankruptcy
6 Rule 3018-1(e), the Plan Proponents and parties objecting to confirmation of the Plan must meet and
7 confer prior to the confirmation hearing regarding disputed issues and conduct of the confirmation
8 hearing.

9
10 Dated: July 22, 2009

PACHULSKI STANG ZIEHL & JONES LLP

11 By


John D. Fiero

Attorneys for The Official Committee of
Unsecured Creditors

John D. Fiero (CA Bar No. 136557)
Maxim B. Litvak (CA Bar No. 215852)
PACHULSKI STANG ZIEHL & JONES LLP
150 California Street, 15th Floor
San Francisco, California 94111-4500
Telephone: 415/263-7000
Facsimile: 415/263-7010

Attorneys for The Official Committee of Unsecured Creditors

Michael H. Ahrens (CA Bar No. 44766)
Steven B. Sacks (CA Bar No. 98875)
Ori Katz (CA Bar No. 209561)
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4106
Telephone: 415.434.9100
Facsimile: 415.434.3947

Attorneys for Debtor and Debtor-in-Possession
Old T.B.R., Incorporated, f/k/a The Billing Resource, dba Integretel

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re

OLD T.B.R., INCORPORATED, f/k/a THE
BILLING RESOURCE, dba INTEGRETTEL,

Debtor

Case No.: 07-52890 ASW

Chapter 11

**BALLOT FOR ACCEPTING OR
REJECTING JOINT CHAPTER 11
PLAN OF REORGANIZATION**

Old T.B.R., Incorporated, formerly known as The Billing Resource, doing business as Integretel (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee" and, together with the Debtor, the "Plan Proponents") have proposed the *Second Amended Joint Chapter 11 Plan of Reorganization*, dated July 22, 2009 (the "Plan"). On July 22, 2009, the Bankruptcy Court entered an order approving a disclosure statement with respect to the Plan (the "Disclosure Statement"). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

The Disclosure Statement provides information to assist you in deciding how to vote your ballot. You should review the Plan and the Disclosure Statement before you vote. **All Ballots must be actually received by August 12, 2009 by 5:00 p.m. (PST) in order to be counted.** If your Ballot is not received by this deadline, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

1 TO HAVE YOUR VOTE COUNT YOU MUST SIGN, COMPLETE, AND TIMELY RETURN
2 THIS BALLOT. ANY RETURNED BALLOTS THAT ARE LATE, UNSIGNED, IMPROPERLY
3 COMPLETED, OR THAT FAIL TO DESIGNATE AN ACCEPTANCE OR REJECTION, WILL
4 NOT BE COUNTED.

5 **STEP A: Voting on the Plan**

6 IF YOU ARE AN UNSECURED CREDITOR IN CLASS 15 OF THE PLAN (UNSECURED
7 CLAIMS), COMPLETE THE FOLLOWING:

8 The undersigned, a creditor of the Debtor, in the unpaid amount of \$ _____
9 [check only one box]

10 ☐

11 Accepts the Plan

12 ☐

13 Rejects the Plan

14 **STEP B: Completion of Balloting Information**

15 **YOU MUST COMPLETE THE FOLLOWING INFORMATION**

16 Dated: _____

17 Print or type creditor name: _____

18 Tax Id. #: _____

19 Signed: _____

20 or

21 Social Security #: _____

22 Address: _____

23 **THIS BALLOT MUST BE ACTUALLY RECEIVED BEFORE 5:00 P.M. (PST) ON AUGUST 12, 2009, BY THE**
24 **FOLLOWING:**

25 John Fiero, Esq.
26 Pachulski Stang Ziehl & Jones LLP
27 150 California Street, 15th Floor
28 San Francisco, CA 94111
Fax: 415 263-7010
Email: jfiero@pszjlaw.com

John D. Fiero (CA Bar No. 136557)
Maxim B. Litvak (CA Bar No. 215852)
PACHULSKI STANG ZIEHL & JONES LLP
150 California Street, 15th Floor
San Francisco, California 94111-4500
Telephone: 415/263-7000
Facsimile: 415/263-7010

Attorneys for The Official Committee of Unsecured Creditors

Michael H. Ahrens (CA Bar No. 44766)
Steven B. Sacks (CA Bar No. 98875)
Ori Katz (CA Bar No. 209561)
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4106
Telephone: 415.434.9100
Facsimile: 415.434.3947

Attorneys for Debtor and Debtor-in-Possession
Old T.B.R., Incorporated, f/k/a The Billing Resource, dba Integretel

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re

OLD T.B.R., INCORPORATED, f/k/a THE
BILLING RESOURCE, dba INTEGRETTEL,

Debtor

Case No.: 07-52890 ASW

Chapter 11

**DISCLOSURE STATEMENT TO
SECOND AMENDED JOINT
CHAPTER 11 PLAN OF
REORGANIZATION**

Date: September 1, 2009
Time: 10:00 A.M.
Place: United States Bankruptcy Court
280 South First Street
San Jose, CA
Judge: Hon. Arthur S. Weissbrodt
Crm: 3020

TABLE OF CONTENTS

	Page
I. INTRODUCTION AND SUMMARY	4
A. Disclosure Statement Enclosures	5
B. Only Impaired Classes Vote	5
C. Confirmation Hearing	6
II. OVERVIEW OF THE PLAN	6
A. Executive Summary of Plan	6
B. Summary of Distributions	9
III. OVERVIEW OF CHAPTER 11	9
IV. DESCRIPTION OF THE DEBTOR'S BUSINESS	10
A. The Debtor	10
B. Establishment of TBR and Pre-Petition Capital Structure of TBR	11
C. The Debtor's Former Management	12
D. The Debtor's Subsidiaries	12
E. The Debtor's Contracts With Its Customers	13
F. Claims Based Upon Billing Transactions Submitted To The Debtor Prior To The Debtor's Bankruptcy Filing Shall Be Treated As Pre-Petition Claims.	14
G. The Florida Action and the Need to File Bankruptcy	14
V. THE CASE	15
A. The First-Day Motions	15
B. The Cash Collateral Motion and Hearings	15
C. The Committee	17
D. Professionals Retained in the Chapter 11 Case	17
E. The Debtor's Post-Petition Operations and the Prepayment Plan	18
F. The Debtor's Efforts Regarding Sales of its Assets and Subsidiaries	18
G. The Adversary Proceeding Filed by the Debtor Against the FTC and the Receiver	19
H. The Adversary Proceeding Filed by Thermo Credit	20
I. Adversary Proceeding Brought By Personal Voice	21
J. Alleged Secured Claims Against the Debtor	21
Secured Claim of PaymentOne	21
Secured Claim of PCS, Personal Voice, and Network Telephone.	22
Secured Claim of POL	23
Secured Claims of CIT and Highline	24
Alleged Secured Claim of Iron Mountain Information Management, Inc.	24

1	Other Litigation.....	25
2	Alleged Secured Claims of Southwestern Bell, BellSouth Telecommunications, Inc., Verizon, MyTelebill and Bealls Communications Group.....	25
3	K. Administrative Claims, Fee Claims, Priority Tax Claims and Other Priority Claims.....	26
4	Administrative Claims.....	26
5	Fee Claims.....	26
6	Priority Tax Claims.....	26
7	Other Priority Claims.....	26
8	L. General Unsecured Claims.....	27
9	M. Claims Process.....	27
10	N. The Debtor's Primary Assets.....	27
11	VI. DESCRIPTION OF SIGNIFICANT LITIGATION.....	28
12	VII. SUMMARY OF PLAN PROVISIONS.....	29
13	A. Introduction.....	29
14	B. Method of Classification of Claims and Interests and General Provisions.....	30
15	1. General Rules of Classification.....	30
16	2. Non-Classification of Administrative Claims, Priority Tax Claims, and Fee Claims.....	30
17	3. Bar Date for Administrative Claims.....	30
18	4. Bar Date for Fee Claims.....	31
19	C. Treatment of Administrative Claims, Priority Tax Claims, and Fee Claims.....	31
20	D. Classification and Treatment of Claims and Interests.....	32
21	1. Class 1 Other Priority Claims.....	32
22	2. Class 2 – Secured Claim of PaymentOne.....	32
23	3. Class 3 -- Secured Claim of PCS.....	33
24	4. Class 4 -- Secured Claim of Personal Voice.....	33
25	5. Class 5 -- Secured Claim of Network Telephone.....	34
26	6. Class 6 -- Secured Claim of CIT.....	34
27	7. Class 7 -- Secured Claim of Highline.....	35
28	8. Class 8 -- Secured Claim of Iron Mountain Information, Inc.....	35
	9. Class 9 -- Secured Claim of POL.....	36
	10. Class 10 – Secured Claim of Southwestern Bell.....	36
	11. Class 11 – Secured Claim of BellSouth Telecommunications, Inc.....	37
	12. Class 12 – Secured Claim of Verizon.....	37
	13. Class 13 – Secured Claim of MyTelebill.....	37
	14. Class 14 – Secured Claim of Bealls Communications Group.....	38
	15. Class 15 – General Unsecured Claims.....	38
	16. Class 16 – Preferred Stockholders.....	38

1	17. Class 17 – Class A Common Stockholders.....	39
2	18. Class 18 -- Class B Common Stockholders.	39
3	E. Means For Implementation Of The Plan	39
4	1. Sources of Funds for Payment of Allowed Claims.....	39
5	2. Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority Tax Claims and Allowed Class 1 Claims.....	39
6	3. Payment of Any Allowed Secured Claims.....	39
7	4. Distributions.....	39
8	5. Liquidating Trustee's Responsibility Under Plan.....	40
9	6. Notice of Material Actions by the Liquidating Trustee.....	40
10	7. Vesting.....	41
11	8. Distributions.....	41
12	9. Disputed Claims.....	42
13	10. Claims Objection Deadline.....	43
14	11. Settlement of Disputed Claims.....	43
15	12. Unclaimed Property.....	43
16	13. Release of Liens.....	44
17	14. Rights of Actions.....	44
18	15. Allocation of Plan Distributions Between Principal and Interest.....	44
19	16. Withholding Taxes.....	45
20	17. Fractional Cents.....	45
21	18. Payments of Less than Ten Dollars.....	45
22	F. Treatment of All Agreements.....	45
23	G. Claims for Damages.....	46
24	H. Effect of Confirmation of the Plan.....	46
25	I. Retention of Jurisdiction.....	49
26	(a) Claims. To determine the allowance, extent, classification, or priority of Claims against the Debtor upon objection prior to the Effective Date after the Effective Date;....	49
27	(b) Injunction, etc.....	49
28	(c) Professional Fees.....	49
	(d) Certain Priority Claims.....	49
	(e) Dispute Resolution.....	49
	(f) Executory Contracts and Unexpired Leases.....	50
	(g) Actions.....	50
	(h) General Matters.....	50
	(i) Plan Modification.....	50
	(j) Aid Consummation.....	50
	(k) Protect Property.....	50

1	(l) Abandonment of Property.....	50
2	(m) Implementation of Confirmation Order.....	50
3	(n) Final Decree/Order.....	51
4	J. Miscellaneous Provisions.....	51
5	VIII. CERTAIN RISK FACTORS TO BE CONSIDERED	53
6	A. Taxation	53
7	B. Distributions to Holders of Claims	54
8	C. Objections to Classification.....	54
9	D. Inherent Uncertainty of Certain Events	54
10	E. Certain Bankruptcy Law Considerations.....	55
11	1. Risk of Non-Confirmation of the Plan.....	55
12	2. Risk of Non-Occurrence of the Effective Date.....	55
13	IX. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN	55
14	A. Liquidation Under Chapter 7.....	55
15	B. Alternative Plan of Reorganization.....	56
16	X. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	56
17	A. Federal Income Tax Consequences In General	56
18	B. Federal Income Tax Consequences to the Debtor -- Cancellation of Indebtedness	58
19	C. Federal Income Tax Consequences to Holders of Allowed Claims in Classes 1-15.....	58
20	1. Receipt of Cash and Property by Holders of Allowed Claims in Classes 1-15.....	58
21	2. Receipt of Interest.....	59
22	3. Character of Gain or Loss.....	59
23	4. Withholding	60
24	D. Federal Income Tax Consequences to Holders of Allowed Interests.....	60
25	E. Importance of Obtaining Professional Tax Assistance.....	60
26	XI. CONCLUSION.....	61
27		
28		

1 ALL CREDITORS AND INTEREST HOLDERS ARE ADVISED AND ENCOURAGED
2 TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY
3 BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. BECAUSE ACCEPTANCE OF THE
4 PLAN WILL CONSTITUTE ACCEPTANCE OF ALL THE PROVISIONS THEREOF, HOLDERS
5 OF IMPAIRED CLAIMS OR INTERESTS ENTITLED TO VOTE ARE URGED TO CONSIDER
6 CAREFULLY THE INFORMATION REGARDING TREATMENT OF THEIR CLAIMS OR
7 INTERESTS CONTAINED IN THIS DISCLOSURE STATEMENT.

8 IN DETERMINING WHETHER TO VOTE TO ACCEPT THE PLAN, HOLDERS OF
9 IMPAIRED CLAIMS OR INTERESTS ENTITLED TO VOTE MUST RELY UPON THEIR OWN
10 EXAMINATION OF THE DEBTOR AND THE TERMS OF THE PLAN, INCLUDING THE
11 MERITS AND RISKS INVOLVED. THE CONTENTS OF THIS DISCLOSURE STATEMENT
12 SHOULD NOT BE CONSTRUED AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR
13 TAX ADVICE. EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL,
14 BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS
15 CONCERNING THIS DISCLOSURE STATEMENT, THE SOLICITATION, THE PLAN, AND
16 THE TRANSACTIONS CONTEMPLATED THEREBY.

17 PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE
18 STATEMENT, INCLUDING THE FOLLOWING SUMMARY, ARE QUALIFIED IN THEIR
19 ENTIRETY BY REFERENCE TO THE PLAN, OTHER EXHIBITS ANNEXED TO THE PLAN,
20 THE PLAN SUPPLEMENT, AND THIS DISCLOSURE STATEMENT. THE STATEMENTS
21 CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE
22 HEREOF UNLESS OTHERWISE SPECIFIED, AND THERE CAN BE NO ASSURANCE THAT
23 THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER
24 SUCH DATE. ALL CREDITORS AND INTERESTS HOLDERS SHOULD READ CAREFULLY
25 THE "RISK FACTORS" SECTION HEREOF BEFORE VOTING FOR OR AGAINST THE
26 PLAN. SEE "CERTAIN RISK FACTORS TO BE CONSIDERED," ARTICLE VIII.

27 THIS DISCLOSURE STATEMENT HAS BEEN PREPARED BY THE DEBTOR IN
28 ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF

1 THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN
2 ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE
3 LAWS. THIS DISCLOSURE STATEMENT HAS BEEN NEITHER APPROVED NOR
4 DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") NOR
5 HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS
6 CONTAINED HEREIN.

7 CERTAIN STATEMENTS CONTAINED HEREIN, INCLUDING PROJECTED
8 FINANCIAL INFORMATION AND OTHER FORWARD-LOOKING STATEMENTS, ARE
9 BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT
10 SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

11 THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED
12 SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN. NOTHING IN
13 THIS DISCLOSURE STATEMENT MAY BE USED BY ANY ENTITY FOR ANY OTHER
14 PURPOSE. THE FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE
15 STATEMENT, INCLUDING THE DESCRIPTION OF THE DEBTOR, ITS BUSINESS, AND
16 EVENTS LEADING TO THE COMMENCEMENT OF THE CASE, HAS BEEN PREPARED
17 AND OBTAINED BY THE DEBTOR AND ITS PROFESSIONALS FROM VARIOUS
18 DOCUMENTS, AGREEMENTS, AND OTHER WRITINGS RELATING TO THE DEBTOR.
19 NEITHER THE DEBTOR NOR ANY OTHER PARTY MAKES ANY REPRESENTATION OR
20 WARRANTY REGARDING SUCH INFORMATION.

21 THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY
22 WITH THE SUMMARIES IN THIS DISCLOSURE STATEMENT. ALL EXHIBITS TO THE
23 DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS
24 DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

25 AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER
26 PENDING OR THREATENED LITIGATION OR ACTIONS, THIS DISCLOSURE STATEMENT
27 SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR
28 LIABILITY, STIPULATION, OR WAIVER, OR OTHERWISE HAVE ANY PRECLUSIVE

1 EFFECT, BUT RATHER SHALL CONSTITUTE AND BE CONSTRUED AS A STATEMENT
2 MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH FULL
3 RESERVATION OF RIGHTS, AND IS NOT TO BE USED FOR ANY LITIGATION PURPOSE
4 WHATSOEVER. AS SUCH, THIS DISCLOSURE STATEMENT SHALL NOT BE
5 ADMISSIBLE IN ANY NONBANKRUPTCY PROCEEDING, ADVERSARY PROCEEDING,
6 OR OTHER ACTION INVOLVING THE DEBTOR OR ANY OTHER PARTY IN INTEREST,
7 NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX,
8 SECURITIES, FINANCIAL OR OTHER EFFECTS OF THE PLAN AS TO HOLDERS OF
9 CLAIMS AGAINST OR INTERESTS IN THE DEBTOR.

10 THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO
11 MATERIAL CONDITIONS PRECEDENT. THERE CAN BE NO ASSURANCE THAT THOSE
12 CONDITIONS WILL BE SATISFIED.

13 THE FINANCIAL PROJECTIONS ATTACHED HERETO WERE PREPARED BY THE
14 DEBTOR BASED ON INFORMATION AVAILABLE TO THE DEBTOR AND NUMEROUS
15 ASSUMPTIONS THAT ARE AN INTEGRAL PART OF THE FINANCIAL PROJECTIONS,
16 MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTOR AND SOME OR ALL
17 OF WHICH MAY NOT MATERIALIZE. THE FINANCIAL PROJECTIONS WERE NOT
18 PREPARED WITH A VIEW TOWARD COMPLIANCE WITH THE GUIDELINES
19 ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
20 OR THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE
21 COMMISSION REGARDING FINANCIAL PROJECTIONS. FURTHERMORE, THE
22 FINANCIAL PROJECTIONS HAVE NOT BEEN AUDITED. ALTHOUGH PRESENTED WITH
23 NUMERICAL SPECIFICITY, THE FINANCIAL PROJECTIONS ARE BASED UPON A
24 VARIETY OF ASSUMPTIONS, SOME OF WHICH HAVE NOT BEEN ACHIEVED TO DATE
25 AND MAY NOT BE REALIZED IN THE FUTURE, AND ARE SUBJECT TO SIGNIFICANT
26 BUSINESS, LITIGATION, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND
27 CONTINGENCIES, MANY, IF NOT ALL, OF WHICH ARE BEYOND THE CONTROL OF THE
28 DEBTOR. CONSEQUENTLY, THE FINANCIAL PROJECTIONS SHOULD NOT BE

1 REGARDED AS A REPRESENTATION OR WARRANTY BY THE DEBTOR OR ANY OTHER
2 PERSON, THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. ACTUAL
3 RESULTS MAY VARY MATERIALLY FROM THOSE PRESENTED IN THE FINANCIAL
4 PROJECTIONS.

5 **I. INTRODUCTION AND SUMMARY**

6 Old T.B.R. Incorporated, formerly known as The Billing Resource, dba IntegreTel, the above-
7 captioned debtor and debtor in possession (the "Debtor" or "Old TBR"), and the Official Committee
8 of Unsecured Creditors of Old TBR (the "Committee" and, together with Old TBR, the "Plan
9 Proponents") submit this joint disclosure statement (the "Disclosure Statement"), pursuant to section
10 1125 of title 11 of the United States Code (the "Bankruptcy Code"), to holders of Claims against and
11 Interests in the Debtor in connection with (i) the solicitation of acceptances of the Second Amended
12 Joint Chapter 11 Plan of Reorganization dated July 22, 2009, as such plan may be amended (the
13 "Plan"), filed by the Debtor with the United States Bankruptcy Court for the Northern District of
14 California (the "Bankruptcy Court"), and (ii) the Confirmation Hearing scheduled for September 1,
15 2009 at 10:00 a.m. Unless otherwise defined herein, all capitalized terms contained herein have the
16 meanings ascribed to them in the Plan.

17 The following introduction and summary is qualified in its entirety by, and should be read in
18 conjunction with, the more detailed information and financial statements and notes thereto appearing
19 elsewhere in this Disclosure Statement together with any relevant Exhibits and Appendices.

20 Concurrently with the filing of this Disclosure Statement, the Plan Proponents filed the Plan
21 which sets forth how Claims against and Interests in the Debtor will be treated in this Chapter 11
22 Case. This Disclosure Statement describes certain aspects of the Plan, the Debtor's prior operations,
23 significant events occurring in the Debtor's Chapter 11 Case, and other related matters. FOR A
24 COMPLETE UNDERSTANDING OF THE PLAN, YOU SHOULD READ THE DISCLOSURE
25 STATEMENT, THE PLAN AND THE EXHIBITS HERETO AND THERETO IN THEIR
26 ENTIRETY.

27 ///

28 ///

1 **A. Disclosure Statement Enclosures**

2 Accompanying this Disclosure Statement are copies of the following:

- 3 • The Plan; and
- 4 • The Order of the Bankruptcy Court approving the Disclosure Statement and setting
- 5 the dates for confirmation (the "Order"), which, among other things, establishes certain procedures
- 6 with respect to the solicitation and tabulation of votes to accept or to reject the Plan.

7 The Order sets forth in detail the deadlines, procedures, and instructions for voting to accept

8 or reject the Plan and for filing objections to confirmation of the Plan. In addition, detailed voting

9 instructions accompany each Ballot. Each holder of an Impaired Claim or Interest entitled to vote on

10 the Plan should read in their entirety the Disclosure Statement, the Plan, the Order and the

11 instructions accompanying their Ballot before voting on the Plan. These documents contain, among

12 other things, important information concerning the classification of Claims and Interests for voting

13 purposes and the tabulation of votes. No solicitation of votes to accept or reject the Plan may be

14 made except pursuant to section 1125 of the Bankruptcy Code and the Order.

15 **B. Only Impaired Classes Vote**

16 Pursuant to the provisions of the Bankruptcy Code, only Classes of Claims and Interests that

17 are "impaired" under the Plan may vote to accept or reject the Plan. Generally, a claim or interest is

18 impaired under a plan if the holder's legal, equitable or contractual rights are changed under such

19 plan. Notwithstanding, if the holders of claims or interests in an impaired class are not entitled to

20 receive or retain any property under a plan on account of such claims or interests, such impaired

21 class is deemed to reject the plan.

22 The Bankruptcy Code defines "acceptance" of a plan by a class of claims as acceptance by

23 holders of claims in that class that hold at least two thirds in dollar amount and more than one half in

24 number of the claims that cast ballots for acceptance or rejection of the plan.

25 Section 1129(b) of the Bankruptcy Code permits the confirmation of a plan notwithstanding

26 the non-acceptance of a plan by one or more impaired classes of claims or interests. Under that

27 section, a plan may be confirmed by a court if (i) at least one class of impaired claims accepts the

28

1 plan and (ii) the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each
2 non-accepting class.

3 In addition, if any Impaired Class of Claims or Interests entitled to vote shall not accept the
4 Plan by the requisite majorities provided in section 1126(c) of the Bankruptcy Code, the Debtor
5 reserves the right to seek to have the Bankruptcy Court confirm the Plan under section 1129(b) of
6 the Bankruptcy Code.

7 Under the Plan, Claims in Class 15 are or may be Impaired and are entitled to vote on the
8 Plan. Holders of Interests in Classes 16, 17, and 18 will receive no distribution and, accordingly,
9 such holders are deemed to reject the Plan. Under the Plan, Claims in Classes 1, 2, 3, 4, 5, 6, 7, 8, 9,
10 10, 11, 12, 13 and 14 are unimpaired, and the holders of Claims in those Classes are conclusively
11 deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

12 **ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE PLAN IS**
13 **BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASS 15.**

14 For a summary of the treatment of each Class of Claims and Interests, see "Overview of the
15 Plan" below.

16 **C. Confirmation Hearing**

17 The Bankruptcy Court has scheduled the Confirmation Hearing for September 1, 2009 at
18 10:00 a.m. in the United States Bankruptcy Court for the Northern District of California, Courtroom
19 3020, at 280 South First Street, San Jose, California. The Bankruptcy Court has directed that
20 objections, if any, to confirmation of the Plan be served and filed on or before August 17, 2009 at
21 5:00 p.m. in the manner described in the Notice accompanying this Disclosure Statement. The date
22 of the Confirmation Hearing may be adjourned from time to time without further notice except for
23 an in-court announcement at the Confirmation Hearing of the date and time as to which the
24 Confirmation Hearing has been adjourned.

25 **II. OVERVIEW OF THE PLAN**

26 **A. Executive Summary of Plan**

27 This is a liquidating Plan. The assets of the Debtor will be liquidated and transferred to a
28 liquidating trust from which proceeds will be distributed to creditors holding Allowed Claims, pro

1 rata, along with any Cash on hand and any proceeds received from avoidance actions. Under the
2 Plan, a Liquidating Trustee will liquidate the assets of the Debtor for the benefit of all parties in
3 interest. The terms of the Liquidation Trust Agreement will be submitted to the Bankruptcy Court at
4 least ten days prior to the Confirmation Hearing.

5 The Liquidating Trustee will be Kerry Krisher of GlassRatner Advisory & Capital Group,
6 LLC, or any replacement selected in accordance with the provisions of the Liquidating Trust
7 Agreement. Ms. Krisher is a CPA and experienced financial advisor with 25 years of experience in
8 bankruptcy consulting, forensic accounting, acquisition due diligence, litigation support, and public
9 accounting. Ms. Krisher has been the lead professional on numerous high profile and complex
10 assignments, including forensic accounting investigations for Fortune 500 companies, financial
11 reporting frauds, large corporate bankruptcies, failed transactions, and commercial litigation matters.
12 In addition, she has served as acting CFO for companies in and emerging from bankruptcy, led
13 acquisition due diligence teams, and consulted in a number of divestiture transactions. Ms. Krisher
14 has also served as a trustee and plan administrator in bankruptcy and civil litigation cases. While
15 executing these responsibilities, she has provided numerous declaration testimonies in Federal and
16 State courts on procedures followed and conclusions reached in matters of claims analysis and
17 forensic accounting investigations. In addition, Ms. Krisher has served as CFO and Controller in
18 private industry and as an investment banker advising clients on M&A transactions. Ms. Krisher
19 holds a Master of Business Administration degree from Tulane University and a Bachelor of Arts
20 from the University of California, Santa Barbara. She is a California CPA, a Certified Forensic
21 Accountant (Cr.FA), and a Diplomate of the American College of Forensic Examiners. She is a
22 member of the American Institute of Certified Public Accountants (AICPA), the California Society
23 of Certified Public Accountants (CSCPA), and the International Women's Insolvency and
24 Restructuring Confederation (IWIRC).

25 The Committee selected Ms. Krisher because of her almost two years of prior experience
26 with the Debtor's billing systems and practices. This familiarity cannot be easily or affordably
27 replicated by a replacement or substitute trustee. Any such replacement or substitution would
28 necessarily delay the initial distribution to unsecured creditors in this case, which has already been

1 pending for almost two years. The Plan Proponents feel that using Ms. Krisher as the Liquidating
2 Trustee is most economical for the parties in interest since Ms. Krisher has been the financial advisor
3 to the Committee since the beginning of the Chapter 11 case and has followed the affairs of the
4 Debtor very closely. She also knows the assets and claims against the Debtor, and is in a position to
5 promptly address allowance of such claims. Ms. Krisher will charge her normal hourly rates for the
6 services provided under the Plan, and will engage both GlassRatner Advisory & Capital Group LLC,
7 and the bankruptcy law firm of Pachulski Stang Ziehl & Jones LLP (which will also charge its
8 current normal hourly rates). The Billing Resource, LLC ("New TBR") believes that sophisticated,
9 experienced counsel with significant experience in the telecommunications arena are available to an
10 appointed Chapter 7 trustee. Given the significant cost savings to the estate in having an appointed
11 trustee versus Ms. Krisher, New TBR believes that it would be more cost effective to have an
12 appointed trustee.

13 Certain entities have alleged that they possess certain ownership rights or security interests in
14 the Debtor's assets. The Plan Proponents dispute each of these allegations and Claims, including that
15 any security interests in the Debtor's assets are secured claims in light of the transfer to the Debtor's
16 estate and for its benefit the secured claim formerly held by PaymentOne. The Debtor has resolved
17 some of these disputes during the Chapter 11 case. The Plan Proponents believe that to the extent
18 that the remaining claimants have any rights against the Debtor or the Estate's Property, their rights
19 are merely those of unsecured creditors.

20 Claims in Classes 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15 may be objected to. Any
21 claim objected to becomes an "Allowed Claim" only when a final order has been entered resolving
22 said dispute.

23 The Plan Proponents can give no assurances that they will prevail in the litigation or claims
24 objection process with the foregoing parties. If the Plan Proponents do not prevail, the return to the
25 Creditors will be substantially less than the estimate contained in this Disclosure Statement.
26 However, in any event, the return to Creditors under the Plan is much better than the Plan
27 Proponents believe Creditors would receive if this case were dismissed or if a Chapter 7 liquidation
28 would follow.

1 The Plan shall be funded by the following sources, net of administrative costs and expenses
2 and certain other fees and charges: (i) Cash on hand on the Effective Date; (ii) the net sale proceeds
3 from the sale of the Debtor's remaining assets; and (iii) net proceeds from avoidance actions received
4 by the Liquidating Trustee after the Effective Date.

5 The Plan provides broad releases, injunctions, and a discharge to preclude any actions against
6 the Liquidating Trustee attributable to any actions or inactions by the Debtor prior to the Effective
7 Date.

8 This summary is only that, a summary, and creditors are urged to read the entire Disclosure
9 Statement and the Plan, including all of their Exhibits and Appendices.

10 **B. Summary of Distributions**

11 The Plan Proponents estimate that all Administrative Claims, Fee Claims, Priority Tax
12 Claims and Other Priority Claims will be paid in full. The Claims of alleged secured creditors are
13 unimpaired.

14 It is not possible to precisely determine at this time the amount of General Unsecured
15 Claims in Class 15. However, the Plan Proponents have analyzed the Schedules and proofs of
16 claim filed and estimate that the Class 15 Claims will likely receive a dividend in the range of
17 \$.14 to \$.20 on the dollar. However, this requires success in settling or resolving claims in
18 which the claimants have asserted Secured Claims or rights to ownership of assets in the
19 Debtor's possession, as well as the litigation of claims objections.

20 **III. OVERVIEW OF CHAPTER 11**

21 Under chapter 11 of the Bankruptcy Code, a debtor is authorized to reorganize or liquidate its
22 business for the benefit of itself, its creditors, and interest holders. A goal of chapter 11 is to
23 promote equality of treatment for similarly situated creditors and similarly situated interest holders
24 with respect to the distribution of a debtor's assets.

25 The commencement of a chapter 11 case creates an estate that is comprised of all of the legal
26 and equitable interests of the debtor as of the filing date. The Bankruptcy Code provides that the
27 debtor may continue to operate its business and remain in possession of its property as a "debtor-in-
28 possession."

1 The consummation of a chapter 11 plan is the principal objective of a chapter 11 case. A
2 chapter 11 plan sets forth the means for satisfying claims against and interests in a debtor.
3 Confirmation of a plan by the bankruptcy court makes the plan binding upon, among others, a
4 debtor, any issuer of securities under the plan, any person acquiring property under the plan and any
5 creditor or interest holder of a debtor whether or not such party voted, or voted to accept or reject the
6 Plan.

7 After a plan has been filed and a disclosure statement containing adequate information of a
8 kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed
9 judgment about the plan has been approved by the court, the holders of claims or interests may vote
10 to accept or reject the plan under certain circumstances.

11 **IV. DESCRIPTION OF THE DEBTOR'S BUSINESS**

12 **A. The Debtor**

13 The Debtor was originally formed in 1988 based on a need for aggregators to facilitate
14 billing and collections on behalf of smaller telecommunications companies that otherwise could not
15 afford to compete with the larger carriers such as AT&T. At that time "alternative operator services"
16 ("AOS") was a growing market segment and affordable billing solutions allowed private companies
17 to compete with the carriers in niche areas like public payphones, hotels, and prisons.

18 In addition to AOS providers, the Debtor serviced customers offering enhanced products and
19 services such as voice mail, online directory listings, and bundled calling plans.

20 The Debtor served many service providers over the years. The vast majority of the processed
21 billings have been in support of smaller sized businesses that otherwise would not have been able to
22 compete.

23 The Debtor's office was in San Jose, California in leased office space. As of the Debtor's
24 September 16, 2007 bankruptcy petition date, the Debtor leased that space under a lease which
25 expired on September 30, 2007. On December 21, 2007, two of the Debtor's subsidiaries, Inmate
26 Calling Solutions LLC ("ICS") and Payment One Corporation ("PaymentOne"), entered into a new
27 lease for the premises occupied by the subsidiaries and the Debtor. On the same date, the Debtor
28 entered into a sublease with ICS and PaymentOne to continue the Debtor's use of the premises it

1 occupied. The Debtor also provided the master landlord for the premises with a guaranty of one-
2 third of the obligations under the lease signed by ICS and PaymentOne. The Bankruptcy Court
3 approved the Debtor's entry into the sublease and the guaranty. The Debtor's obligations under the
4 sublease and the guaranty were assumed by the purchaser of its operating assets when that
5 transaction closed on October 31, 2008.

6 The Debtor has no other offices or real estate leases. The Debtor owns no real estate.

7 As of the Petition Date, the Debtor had approximately thirty-seven employees. After selling
8 its operating assets, the Debtor does not have any employees and is not carrying on any business
9 other than that connected with resolving this bankruptcy case.

10 **B. Establishment of TBR and Pre-Petition Capital Structure of TBR**

11 The Debtor was founded in 1988 by Ken Dawson, Stephen Cannon, John Mertz and Michael
12 Casey, which individuals were the principal stockholders of the Debtor. The Royal Bank of Canada
13 ("RBC") was a lender to the Debtor. In the 1990s, the Debtor suffered financial losses chiefly
14 arising from the misappropriation / embezzlement of funds by its then chief financial officer. The
15 Debtor terminated that individual, who was later convicted of various offenses and is currently
16 serving time in federal prison. The losses caused great hardship to the Debtor, and resulted in the
17 Debtor's defaulting under its obligations with RBC. The Debtor and RBC entered into workout
18 negotiations. Those negotiations resulted in a recapitalization of the Debtor, an aspect of which
19 included RBC taking certain equity interests in the Debtor. As of the Petition Date, the holders of
20 the Debtor's common stock were comprised of three main groups: (i) the Debtor's original
21 shareholders, who own 76.2% of the issued and outstanding shares of the Debtor's common stock;
22 (ii) RBC, which owns 13.8% of the Debtor's issued and outstanding shares of common stock; and
23 (iii) employees or former employees of the Debtor who exercised options and own 10% of the
24 Debtor's issued and outstanding common stock.

25 The Debtor's common stock is divided into two classes: Class A, which comprises 96% of
26 the issued and outstanding shares of common stock; and Class B, which comprises 3.8% of the
27 issued and outstanding shares of common stock. RBC owns all of the issued and outstanding shares
28

1 of Class B common stock. The Debtor also issued 1,000 non-voting shares of preferred stock with a
2 \$1 million face value. RBC is the sole owner of such preferred stock.

3 **C. The Debtor's Former Management**

4 The Debtor's officers and directors as of the Petition Date were Ken Dawson, Brendan
5 Philbin, and John Mertz. As of the date hereof, these persons are no longer officers of the Debtor.
6 The Debtor's current designated responsible individual is Paul Weber, who also serves as the
7 Debtor's Chief Restructuring Officer.

8 **D. The Debtor's Subsidiaries**

9 In July of 2000, the Debtor formed a subsidiary called eBillit, Inc., now known as
10 PaymentOne to address the specialized billing and support requirements of the internet.
11 PaymentOne is a Delaware corporation and a majority-owned subsidiary of the Debtor. As of the
12 Petition Date, the Debtor owned approximately 98% of the issued and outstanding shares of
13 PaymentOne. The owners of the remaining issued and outstanding shares of PaymentOne are
14 Brendan Philbin, Ken Dawson, and Don Teague.

15 In 2002, the Debtor formed another subsidiary, ICS, to target the correctional industry. ICS
16 provides a full, end-to-end call processing and support system to facilitate inmate calling including
17 collect and pre-paid calling as well as a variety of complementary products and services. ICS was a
18 majority-owned subsidiary of the Debtor until it was sold in a transaction approved by the
19 Bankruptcy Court during this Chapter 11 proceeding.

20 In 2004, the Debtor formed another subsidiary, Information Services 900 LLC (hereinafter,
21 "IS 900"), to target the provisioning, rating, formatting and billing of 900 call traffic. IS 900 was a
22 majority-owned subsidiary of the Debtor until it was sold as part of the sale of the Debtor's
23 operating assets.

24 Herein, eBillit, PaymentOne, IS 900 and ICS shall be collectively referred to as the Spin-off
25 Companies. The Committee is informed and believes that the capitalization of the Spin-off
26 Companies came from the Debtor's assets and thereby harmed the liquidity of the Debtor. Also, the
27 Committee has learned that in certain instances, the Spin-off Companies were granted business terms
28 which were more favorable than those offered to non-insider customers and unfavorable to the

1 Debtor. Finally, the Committee understands that even though the Spin-off Companies were created
2 with the capital of the Debtor, minority equity interests (including options to buy equity interests) in
3 the Spin-off Companies were granted to insiders for less than fair and reasonable consideration.

4 The Committee has taken the position that the creation and capitalization of the Spin-off
5 Companies and the dealings between them and the Debtor adversely impacted the Debtor because
6 they required the diversion of the Debtor's cash employees and resources to these other ventures.
7 The Committee has also asserted that any decision to (1) create the Spin-off Companies, (2)
8 capitalize them with the Debtor's assets, (3) give stock and/or options in the Spin-off Companies to
9 insiders including former officers and directors of the Debtor, and (4) grant unusually and
10 inappropriately favorable business terms to these companies constituted a violation of the corporate
11 opportunity doctrine and a breach of fiduciary duties to the Debtor and its creditors. Any claims
12 (including director and officer claims) arising from the foregoing facts and circumstances shall be
13 preserved under the Plan, and subject to prosecution at the election of the Liquidating Trustee.

14 **E. The Debtor's Contracts With Its Customers**

15 The relationship between the Debtor and its AOS provider customers was governed by
16 contracts between the Debtor and the customers. The typical contract provided that the customer
17 submit to the Debtor the customer's billing transactions (the "Billing Transactions") in a data format
18 acceptable to the Debtor. The Debtor contends the accounts receivable submitted as part of the
19 Billing Transactions became an account receivable of the Debtor and not the customer. The Debtor
20 did not segregate monies for individual customers and contends it would not be possible to trace the
21 funds received from the LECs to the individual customers.

22 The Plan Proponents contend the customers have no ownership interest in the proceeds of the
23 Billing Transactions after the Billing Transactions were submitted to the Debtor. The Plan
24 Proponents believe after the Billing Transactions were submitted, the accounts receivable from the
25 LECs became property of the Debtor such that the customer is only an unsecured creditor of the
26 Debtor, with claims for certain "distributions" under the contract between the Debtor and the
27 customer.
28

1 Each of the Debtor's contracts with its customers was terminated as the result of the
2 Bankruptcy Court's approval of a motion to reject these contracts under Bankruptcy Code section
3 365. Claims on account of the rejection of these contracts were due to be filed not later than March
4 6, 2009.

5 **F. Claims Based Upon Billing Transactions Submitted To The Debtor Prior To The**
6 **Debtor's Bankruptcy Filing Shall Be Treated As Pre-Petition Claims.**

7 Accordingly, all Billing Transactions which were submitted to the Debtor prior to the
8 Debtor's bankruptcy filing have been treated as pre-petition claims. In contrast, all Billing
9 Transactions submitted to the Debtor after the Debtor's bankruptcy filing have been treated as post-
10 petition claims.

11 **G. The Florida Action and the Need to File Bankruptcy**

12 The Bankruptcy Court has approved the Debtor's settlements of disputes with the FTC and
13 the Receiver. The discussion immediately below is provided for background and informational
14 purposes only.

15 On February 27, 2006, the FTC commenced a lawsuit (the "Florida Action") in the United
16 States District Court for the Southern District of Florida (the "Florida Court") against three AOS
17 providers, Nationwide Connections, Inc. ("Nationwide"), Access One Communications, Inc.
18 ("Access One") and Network One Services, Inc. ("Network One"), as well as their principals,
19 alleging deceptive and unfair practices for unauthorized billing of charges on phone bills – referred
20 to as "cramming" – in violation of the Federal Trade Commission Act (the "FTCA"). The Florida
21 Court appointed a receiver (the "Receiver") for Nationwide, Access One and Network One and
22 certain of their affiliates. On September 21, 2006, the FTC filed an amended complaint, which
23 included claims against the Debtor and another billing aggregator. Access One and Network One
24 were two of the Debtor's prior AOS provider customers (Access One and Network One collectively
25 shall be referred to as the "Prior Customers"). The FTC alleged in its amended complaint that the
26 Debtor caused certain of the Prior Customers' fraudulent charges to be placed on end users' phone
27 bills and that the Debtor was liable under the FTCA.

1 The Receiver sought to collect the assets of the Prior Customers and asserted that the Debtor
2 was liable for the amount of reserves carried on the Debtor's books for the Prior Customers without
3 regard to any offsetting obligations the Prior Customers had to the Debtor.

4 The Florida Court entered an order on September 14, 2007 (the "Omnibus Order"), requiring
5 that the Debtor pay over the amounts sought by the Receiver, which was approximately \$1.8 million,
6 into a segregated receivership account. The Debtor thereafter filed for bankruptcy protection.
7 During the course of the Debtor's bankruptcy case the Bankruptcy Court approved the Debtor's
8 settlement with the Receiver and the FTC under which the Receiver received a payment of \$650,000
9 and the FTC withdrew the claims it had filed in the bankruptcy case.

10 **V. THE CASE**

11 **A. The First-Day Motions**

12 The Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code on September
13 16, 2007, commencing the Chapter 11 Case. The Debtor then filed certain pleadings requesting
14 relief from the Bankruptcy Court on an emergency basis. Among the most important was an
15 emergency motion permitting the Debtor's use of cash collateral (discussed in the following section).
16 The Debtor also filed an emergency motion for an order authorizing the Debtor's continued use of its
17 cash management system and existing bank accounts. The Debtor filed an application seeking to
18 appoint Ken Dawson as its responsible individual pursuant to Bankruptcy Local Rule 4002-1. The
19 Bankruptcy Court issued orders approving the Debtor's emergency cash management motion and
20 appointing Mr. Dawson as the Debtor's responsible individual. The Bankruptcy Court also entered
21 an amended order regarding the Debtor's use of its cash management system and existing bank
22 accounts. Paul Weber of FTI Consulting, Inc. is presently the court-appointed responsible individual
23 for the Debtor.

24 **B. The Cash Collateral Motion and Hearings**

25 After the Petition Date, the Debtor filed an Emergency Motion for Use of Cash Collateral
26 and Granting Replacement Liens (the "Cash Collateral Motion"). The Debtor had in excess of \$2
27 million in cash when the Chapter 11 Case was filed. The Debtor's continued use of items
28

1 constituting cash collateral under the Bankruptcy Code was imperative to allow the Debtor to
2 continued to operate and confirm a plan of reorganization.

3 Prior to the Petition Date certain parties had filed UCC-1 financing statements naming the
4 Debtor under its current or former name as the debtor party under such financing statements. The
5 Debtor believed that any alleged perfected security interest by these parties in the Debtor was
6 suspect and subject to challenge. The Debtor and its largest alleged secured creditor, PaymentOne,
7 entered into a stipulation permitting the Debtor to use any cash collateral of PaymentOne on an
8 interim basis. Under the stipulation, PaymentOne was granted certain replacement liens and the
9 parties reserved all of their rights as to the whether PaymentOne possessed a valid and perfected
10 security interest in the Debtor's cash collateral. The Debtor sought approval of the stipulation on an
11 interim basis as part of its emergency motion. The Debtor did not have an opportunity to negotiate
12 and resolve, or litigate and resolve, whether other parties possessed a valid and perfected security
13 interest in the Debtor's cash collateral. Accordingly, the Debtor's motion proposed to grant them
14 post-petition replacement liens in the same alleged collateral of the same validity, priority, and
15 extent that such parties possessed valid prepetition liens.

16 A continued interim hearing was held on September 26, 2007. At that interim hearing,
17 counsel for the Debtor presented to the Bankruptcy Court a "First Amended Stipulation With
18 PaymentOne Corporation Regarding Use Of Cash Collateral And Adequate Protection" (the "First
19 Amended PaymentOne Stipulation"), a black-lined version of which the Debtor had previously
20 presented to the Court on September 21, 2007. The Debtor requested that the Bankruptcy Court
21 approve the First Amended PaymentOne Stipulation on an interim basis at the September 26 interim
22 hearing. The Debtor's emergency cash collateral motion was initially opposed by numerous parties,
23 including the Receiver, the FTC, PCS, Network Telephone, POL, Thermo Credit, and certain others.
24 At the September 26 hearing, the Debtor entered into stipulations with the Receiver, PCS and POL
25 resolving the objections they had filed. The Bankruptcy Court overruled any remaining objections.
26 The Bankruptcy Court entered an order granting the Debtor's continued use of cash collateral
27 through and including October 15, 2007.
28

1 After the September 26 hearing, the Bankruptcy Court held numerous continued hearings at
2 which it approved the Debtor's continued use of cash collateral on an interim basis. Ultimately, the
3 Bankruptcy Court granted final approval of the use of cash collateral.

4 **C. The Committee**

5 On October 1, 2007, the United States Trustee appointed an official committee of unsecured
6 creditors pursuant to Bankruptcy Code sections 1102(a) and 1102(b)(1). The Committee was
7 initially comprised of the following members: (1) Toll Free Voice Mail, Inc., attention Nelson
8 Gross; (2) Email Discount Network, attention Eyal Yechezkel; (3) Total I Protect, LLC, attention
9 Vincent N. Del Corso; (4) Agora Solution Corp., attention John R. Morrison; (5) Telco Billing, Inc.,
10 attention John Raven; (6) NTE, attention Richard Cohen; and (7) Horizon Telecom, Inc., attention
11 Robert Sorentino. Horizon Telecom, Inc. and Toll Free Voice Mail, Inc. resigned from the
12 Committee. By notice dated January 24, 2008, the U.S. Trustee added InfosourceUSA, LLC,
13 attention Sander Schwartz, and American Premium Warehouse, Inc., attention Matthew Goodman,
14 as members in place of the entities that had resigned.

15 **D. Professionals Retained in the Chapter 11 Case**

16 The Bankruptcy Court approved the Debtor's retention of the following professionals: (1)
17 Sheppard, Mullin, Richter & Hampton LLP as the Debtor's general bankruptcy counsel; (2) Tighe
18 Patton Armstrong Teasdale PLLC as the Debtor's special counsel in approximately six litigation and
19 administrative matters, including the Florida Action; (3) Holland and Knight, LLP as the Debtor's
20 special litigation counsel and local counsel in the Florida Action; (4) FTI Consulting as the Debtor's
21 financial advisor, with Paul Weber serving as Chief Restructuring Officer; (5) Boulton, Cummings,
22 Connors & Berry, PLC as special litigation counsel and local counsel in a tax refund lawsuit pending
23 in Tennessee; (6) Zajac & Perrone LLP as the Debtor's audit and tax consultant; and (7) Hodgson
24 Russ, LLP as the Debtor's special litigation counsel and local counsel in a tax dispute previously
25 pending with the State of New York.

26 The Bankruptcy Court approved the Committee's retention of the following professionals:
27 (1) Pachulski, Stang, Ziehl & Jones LLP as the Committee's general bankruptcy counsel; and (2)
28 GlassRatner Advisory & Capital Group, LLC as the Committee's financial advisor.

1 On December 19, 2007, the Bankruptcy Court entered an order approving interim
2 compensation and reimbursement procedures for professionals retained in the Chapter 11 Case. The
3 order permits professionals, subject to the terms and conditions contain in such order, to be paid 80%
4 of their fees and 100% of their expenses on a monthly basis prior to the allowance of such amounts
5 by the Bankruptcy Court in connection with quarterly or final fee applications. Any payment made
6 pursuant to the interim compensation procedures is without prejudice to a party in interest objecting
7 to approval of such fees and expenses pursuant to the quarterly or final fee applications.

8 **E. The Debtor's Post-Petition Operations and the Prepayment Plan**

9 The Debtor continued its business operations following the Petition Date until October 31,
10 2008 when it closed the sale of its operating assets, which was effective as of October 9, 2008.

11 Following a meeting with the Committee held on October 10, 2007, the Committee agreed to
12 support the Debtor's prepayment plan with respect to the Debtor's customers for their post-petition
13 business with the Debtor. The prepayment plan accelerated the payment of billing transactions
14 submitted by the customers with the customary settlement reporting continuing to take place
15 approximately 90 days after the submission of the transactions. Following the sale of the Debtor's
16 operating assets, it continues to maintain certain reserves on account of these transactions in order to
17 provide for amounts owed by the customers in connection with chargebacks, true-ups, and other
18 post-billing events.

19 After the Petition Date the Debtor took various measures to increase the efficiency of its
20 operations and cut costs. The Debtor cut its headcount by about 50 percent before it sold its
21 operating assets.

22 **F. The Debtor's Efforts Regarding Sales of its Assets and Subsidiaries**

23 In early 2008, the Debtor reached agreement on sales of its operating assets and its interest in
24 ICS to Public Communications Services, Inc. ("PCS"). The Debtor obtained approval of bidding
25 procedures in connection with the sales, and moved for approval of the sales to PCS or the highest
26 bidders. At a sale hearing held in June 2008, overbids for both the operating assets and ICS were
27 made and sales were ultimately approved to be made to Technologies Solutions, Inc. ("TST") of the
28 operating assets and to Michael R. Smith and Group, LLC ("Smith") of the Debtor's interest in ICS.

1 The sale of the operating assets included the reserves held by the LECs for their accounts
2 with the Debtor along with virtually all other assets of the Debtor other than its interest in
3 PaymentOne and ICS, accounts receivable, customer contracts, avoidance claims, cash, and its claim
4 for refund from the State of Tennessee. Prior to closing, TSI assigned its rights to New TBR. The
5 purchase price was \$4,412,000, which was paid partly in cash and partly through the release of
6 prepetition and postpetition claims held by New TBR's affiliates and through the settlement of a
7 lawsuit brought by an affiliate of New TBR.

8 The sale of ICS included all of the Debtor's interest in ICS and any rights the Debtor and its
9 bankruptcy estate had to assert claims against other members of ICS. At closing on December 2,
10 2008, Smith paid \$2.75 million. Smith also has a royalty obligation to the bankruptcy estate
11 extending over the two years following the sale.

12 As of the Petition Date, PaymentOne and the Debtor were marketing the Debtor's nearly
13 98% stock interest in PaymentOne. Since the Petition Date, PaymentOne and the Debtor, in
14 consultation with the Committee, have pursued a sale of the P1 Equity. On March 23, 2009, the
15 Bankruptcy Court approved a transaction among the Debtor, PaymentOne and a group of investors
16 involving the P1 Equity and PaymentOne's secured claim against the Debtor. As part of the sale and
17 settlement transaction, which closed on June 5, 2009, the secured claim was transferred to the
18 bankruptcy estate (see discussion below with regard to PaymentOne's claim), a group of investors
19 purchased 49 percent of the P1 Equity in exchange for new investment in PaymentOne, and the
20 Debtor and PaymentOne exchanged releases of other claims.

21 **G. The Adversary Proceeding Filed by the Debtor Against the FTC and the Receiver**

22 On September 19, 2007, Debtor initiated an adversary proceeding by filing a complaint in the
23 bankruptcy court in order to obtain injunctive relief against the FTC and the Receiver to stay the
24 continuation of the Florida Action and the enforcement of the Omnibus Order. The matters raised in
25 the complaint have been resolved in a settlement approved by order of the Bankruptcy Court, and the
26 discussion that follows immediately below is for background and informational purposes only.

27 At a hearing on September 26, 2007, the Debtor and the Receiver agreed to enter into a
28 stipulation under which Debtor placed the amount of money claimed by the Receiver

1 (\$1,762,762.56) into a segregated, blocked, debtor in possession bank account in the Debtor's name
2 (the "Blocked Account").

3 Debtor filed a motion for a temporary restraining order and a preliminary injunction under
4 Bankruptcy Code section 105, requesting that the Bankruptcy Court enjoin continuation of the
5 Florida Action against Debtor and the enforcement of the Omnibus Order. The Bankruptcy Court
6 initially issued a preliminary injunction preventing the FTC from prosecuting the Florida Action
7 against Debtor, but declined to issue an injunction against enforcement of the Omnibus Order only
8 because the Eleventh Circuit Court of Appeals had temporarily stayed that Order pending a decision
9 on Debtor's motion for a stay pending appeal of that Order. After the Eleventh Circuit lifted its
10 temporary stay, the Bankruptcy Court issued a temporary restraining order and then a preliminary
11 injunction preventing the FTC and the Receiver from seeking, directly or indirectly, to enforce the
12 Omnibus and Clarification Orders against Debtor. The Debtor was directed by the Order to maintain
13 the Blocked Account.

14 The FTC unsuccessfully sought a stay of the injunctions from the Bankruptcy Court and the
15 District Court. Ultimately the actions were dismissed and the injunctions terminated as the result of
16 a settlement under which the Debtor transferred the sum of \$650,000 to the Receiver on account of a
17 claim in the amount originally held in the Blocked Account, which is subject to receiving a further
18 distribution if other creditors receive a distribution on their claims in a percentage greater than that
19 received to date by the Receiver.

20 **H. The Adversary Proceeding Filed by Thermo Credit**

21 On October 17, 2007, an adversary proceeding was filed against the Debtor by Thermo
22 Credit. In the adversary complaint, Thermo Credit asserted that it was the owner of the accounts
23 receivable arising from Billing Transactions that were transferred to the Debtor by its customers.
24 Thermo Credit alleged that the customers and Thermo Credit did not give up ownership of these
25 Billing Transactions under the contracts between the Debtor and the customers. Accordingly,
26 Thermo Credit alleged that it was the owner of the funds received by the Debtor on account of these
27 Billing Transactions and that it is not merely an unsecured creditor as to funds that were not paid to
28 it by the Debtor prior to the Petition Date.

1 The Committee acted as the representative of the Debtor's estate in the adversary proceeding.
2 The Committee filed an answer on behalf of the Debtor and its estate denying the material
3 allegations of the complaint and asserting affirmative defenses. The matter was ultimately settled
4 pursuant to an order of the Bankruptcy Court.

5 **I. Adversary Proceeding Brought By Personal Voice**

6 On September 25, 2008, Personal Voice brought an adversary proceeding against the Debtor
7 and alleged that it was the owner of certain billing transactions and receivables that the Debtor had
8 collected from the LECs. Personal Voice alleged that the Debtor was merely acting as an agent in
9 collecting these funds and that the Debtor is required to segregate monies owed to Personal Voice
10 and pay it all such monies. The Debtor has denied Personal Voice's allegations and alleged that
11 Personal Voice has not set forth the correct contract between the parties. This proceeding has been
12 set for trial in the bankruptcy court in September 2009.

13 **J. Alleged Secured Claims Against the Debtor**

14 PaymentOne, PCS, Personal Voice, Network Telephone, POL, CIT, Highline, Iron Mountain
15 Information Management, Inc., Southwestern Bell Telephone, L.P., Bellsouth Telecommunications,
16 Inc., Verizon, MyTelebill, and Bealls Communications Group each allege that they hold a Secured
17 Claim.

18 **Secured Claim of PaymentOne.**

19 Prior to the sale of the PaymentOne equity and settlement with PaymentOne, PaymentOne
20 asserted that it held a Secured Claim against the Debtor in the total amount of approximately \$12.4
21 million. That claim has now been transferred to the Debtor and preserved for the benefit of its
22 bankruptcy estate. Accordingly, to the extent that the claim is valid, perfected, and senior to other
23 secured claims, the Debtor intends to assert that other entities asserted secured claims do not have
24 allowed secured claims on the property of the estate.

25 The Debtor had previously asserted that it may have had a basis to object to the security
26 interest alleged by PaymentOne based on the Debtor's name change and PaymentOne's additional
27 UCC filing thereafter within one year of the Debtor's bankruptcy filing. PaymentOne disputed the
28 Debtor's argument on various grounds, and contended its security interest was valuable and fully

1 enforceable. Furthermore, PaymentOne contended that it made over \$6.4 million in new loans to the
2 Debtor after the additional UCC filing and that PaymentOne delivered an additional \$4.1 million in
3 new accounts to the Debtor which were being collected by the Debtor as of the Petition Date.
4 PaymentOne contended that these extensions of credit constituted new value, and that the preference
5 argument did not affect collateral in existence at the time of the name change and its proceeds.
6 Accordingly, PaymentOne contended that at least \$10 million of its secured claim was not subject to
7 a preference recovery. As the holder of the transferred claim, the Liquidating Trustee intends to
8 make the same arguments.

9 Secured Claim of PCS, Personal Voice, and Network Telephone.

10 PCS, Personal Voice, and Network Telephone each filed UCC-1 financing statements prior
11 to the Petition Date asserting a security interest in certain items listed in each financing statement.
12 The Debtor asserts that PCS, Personal Voice, and Network Telephone do not hold any Secured
13 Claims against the Debtor, and that any Claims held by such entities constitute General Unsecured
14 Claims. The Debtor contends that PCS, Personal Voice, and Network Telephone do not have
15 security interests in the Debtor's assets because their alleged security interests are not in any assets of
16 the Debtor, but instead purport simply to be in amounts to which they may be entitled under their
17 contracts with the Debtor. In addition, PCS, Personal Voice, and Network Telephone's secured
18 claims are defective because they did not properly describe the collateral as required by UCC
19 Sections 9203(b)(3)(A) and 9108, which require the collateral to be sufficiently described in the
20 security agreement for the secured party to have a security interest. Similarly, PCS, Personal Voice,
21 and Network Telephone do not possess security interests in the Debtor's assets based upon an alleged
22 security interest in any reserves under the Debtors' contracts with such entities because there were no
23 segregated reserves or traceable proceeds. Moreover, the UCC-1 financing statements named
24 Integretel rather than The Billing Resource as the debtor party, and thus ceased to be effective to
25 perfect a security interest in collateral acquired by the debtor more than four months after the change
26 (June 7, 2005) under UCC Section 9507(c).

27 In addition to the foregoing, Personal Voice's UCC financing statement, which was filed
28 March 12, 2002, lapsed on March 12, 2007 (over 6 months before Debtor filed bankruptcy), and

1 Personal Voice did not file a continuation statement. Under UCC Sections 9515(a) and (c), the
2 effectiveness of a filed financing statement lapses 5 years after filing unless before lapsing, a
3 continuation statement is filed. Because Personal Voice failed to file a continuation statement, its
4 security interest no longer was perfected.

5 As discussed above, Personal Voice has filed an adversary proceeding against the Debtor
6 asserting that it was the owner of the billing transactions that it tendered to the Debtor.

7 PCS' alleged security interest is deficient on additional grounds. PCS never filed a financing
8 statement against Debtor. PCS entered into a contract with, and filed a financing statement against,
9 Ebillit (now known as PaymentOne), one of Debtor's subsidiaries. As permitted by Section 20(d) of
10 the contract between PaymentOne and PCS, PaymentOne assigned the contract to the Debtor. PCS
11 never filed a financing statement which named the Debtor as the debtor but rather PCS' only
12 financing statement runs against PaymentOne, a separate entity. Moreover, the Debtor never granted
13 PCS a security interest in any property. Therefore, PCS does not have any security interest, let alone
14 a perfected security interest, in any assets of the Debtor. The Debtor believes that any Claim of PCS
15 does not exceed approximately \$500,000, any Claim of Personal Voice does not exceed
16 approximately \$1.9 million, and any Claim of Network Telephone does not exceed approximately
17 \$1.3 million.

18 PCS, Personal Voice and Network Telephone dispute the Debtor's arguments against its
19 alleged security interest on various grounds.

20 Secured Claim of POL.

21 Pursuant to an agreement and release between POL and certain related parties, on the one
22 hand, and the Debtor on the other hand, POL claims to hold valid, perfected and enforceable security
23 interests in various assets of the Debtor. On July 19, 2006, POL filed a UCC-1 financing statement
24 providing that POL possesses a security interest in accounts and various other assets of the Debtor.

25 Under a note executed in a settlement agreement, the Debtor was obligated to pay POL a
26 series of monthly installment payments totaling \$2,196,445. As of the Petition Date, the Debtor had
27 made all of those payments except for the two final installment payment in the total amount of
28 \$196,251.12 due under the note on October 1, 2007 and November 1, 2007. The Debtor entered into

1 a stipulation approved by the Bankruptcy Court permitting the Debtor to pay POL the two final
2 installment payments in the total amount of \$196,251.12, which the Debtor has paid to POL.

3 The other components of POL's claim are contingent rights to certain funds based upon the
4 resolution of certain tax disputes between the Debtor and two taxing authorities described in Article
5 VI of this Disclosure Statement. After the Petition Date, the Debtor reached a settlement in the New
6 York Tax Matter, entitling POL to an additional claim of \$817,215. To the extent the Debtor
7 reaches a favorable outcome with the remaining taxing authority, POL would be entitled to an
8 additional amount, which would increase its claim by 50 percent of the amount recovered from that
9 taxing authority, such that POL's claim could increase to a maximum of \$1,061,798.

10 The Plan Proponents contend that POL's claim is not an allowed secured claim under
11 Bankruptcy Code section 506(a) because it is junior to the PaymentOne claim transferred to the
12 Debtor as described above. Secured creditor POL disputes that the Debtor is able to foreclose on
13 itself, as the holder of the assignment and disputes that the claim was transferred. POL asserts that
14 this provision of the plan improperly subordinates POL's security interest and asserts that the
15 Debtor's interest must be subject to POL's security interest or that issue of merger, bar and collateral
16 estoppel must be litigated.

17 Secured Claims of CIT and Highline.

18 Prior to the Petition Date, CIT and Highline each filed UCC-1 financing statements in
19 connection with financing agreements between the Debtor and either CIT or Highline, or a party
20 upon whose behalf CIT or Highline was acting, for the lease by the Debtor of certain computer and
21 office equipment. The collateral for the Secured Claims of CIT and Highline is limited to the
22 computer and office equipment which is the subject of those financing leases. The Debtor believes
23 these claims have been satisfied.

24 Alleged Secured Claim of Iron Mountain Information Management, Inc.

25 Iron Mountain Information Management, Inc. ("Iron Mountain") asserts a secured claim in
26 the amount of \$1,983.68 which it alleges are secured by boxes of personal property it holds. The
27 Plan Proponents contend that Iron Mountain's claim is not an allowed secured claim under
28

1 Bankruptcy Code section 506(a) because it is junior to the PaymentOne claim transferred to the
2 Debtor as described above.

3 Other Litigation

4 Debtor sold The Billing Resource, LLC ("New TBR") the operating assets of the Debtor.
5 New TBR alleges that not all assets have been turned over, and that certain claims related to
6 processing billing transactions give rise to the right of New TBR to reserve funds which might
7 impact the amount of funds available to be distributed to unsecured creditors. As part of that
8 dispute, New TBR has disputes between PaymentOne and the Debtor, which are also part of this
9 litigation. The Debtor and the Committee disagree.

10 Alleged Secured Claims of Southwestern Bell, BellSouth Telecommunications, Inc.,

11 Verizon, MyTelebill and Bealls Communications Group.

12 Southwestern Bell alleges secured creditor status for rights of offset. The Debtor assumed
13 and assigned the contract between it and Southwestern Bell in connection with the sale of its
14 operating assets and therefore satisfied any cure obligations in connection with the sale.
15 Accordingly, the Debtor contends that there are no valid claims of Southwestern Bell which could be
16 offset against the Debtor and therefore contemplates an objection to Southwestern Bell's proof of
17 claim number 92 as to both amount and alleged secured creditor status.

18 BellSouth Telecommunications, Inc. alleges secured creditor status for rights of offset. The
19 Debtor assumed and assigned the contract between it and BellSouth in connection with the sale of its
20 operating assets and therefore satisfied any cure obligations in connection with the sale.
21 Accordingly, the Debtor contends that there are no valid claims of BellSouth which could be offset
22 against the Debtor and therefore contemplates an objection to BellSouth Telecommunications, Inc.'s
23 proof of claim number 91 as to both amount and alleged secured creditor status.

24 Verizon alleges secured creditor status for rights of offset associated with a October 24, 2007
25 Stipulation with Respect to Agreements Between The Billing Resource, Inc., dba Integretel and the
26 Subsidiaries of Verizon Communications, Inc. under which the Debtor believes it has fully
27 performed. In addition, the Debtor assumed and assigned the contract between it and Verizon in
28 connection with the sale of its operating assets and therefore satisfied any cure obligations in

1 connection with the sale. Accordingly, the Debtor contemplates an objection to Verizon's proof of
2 claim number 85 as to both amount and alleged secured status.

3 MyTelebill alleges that traffic it assigned to the Debtor is not property of the bankruptcy
4 estate under a March 1, 2006 Master Services Agreement that specifically provides that the traffic
5 assigned is being sold. As such, the Debtor believes the claim of MyTelebill is an unsecured claim
6 and the subject of a future objection.

7 Bealls Communications Group alleges a secured claim against the Debtor under a contract
8 with ICS. The Debtor believes this claim is against the wrong party and not a valid claim in the
9 Debtor's case, therefore subject to a future objection.

10 **K. Administrative Claims, Fee Claims, Priority Tax Claims and Other Priority Claims**

11 Administrative Claims.

12 The Debtor has continued to operate its business after the Petition Date and to pay its post-
13 Petition Date operating expenses in its ordinary course of business.

14 Fee Claims.

15 The Debtor has paid certain amounts to Professionals pursuant to the Court's Interim
16 Procedures Order, subject to Bankruptcy Court approval of payment of all amounts to Professionals
17 pursuant to interim and final fee applications.

18 Priority Tax Claims.

19 The Debtor believes that Priority Tax Claims against the Debtor total approximately
20 \$450,000.

21 Other Priority Claims.

22 As of the Petition Date, the Debtor owed approximately \$216,000 for unpaid wages, salaries
23 and vacation to current and former employees. Since the Petition Date the Debtor has paid the
24 amounts subject to priority under the Bankruptcy Code pursuant to an order of the Bankruptcy Court
25 permitting the Debtor to pay various pre Petition Date wages and salaries and pay employee benefits
26 and otherwise honor employee benefits in the ordinary course.

27
28

1 **L. General Unsecured Claims**

2 General Unsecured Claims against the Debtor consist of three general categories of Claims.
3 One, certain Claims of the Debtor's current and former employees in the total amount of
4 approximately \$32,000. Two, Claims of the Debtor's vendors in the total approximate amount of
5 \$1.5 million. Three, Claims of the Debtor's customers. The amount listed as owing in its Schedules
6 for such Claims was approximately \$32 million. The Plan Proponents expect to further refine
7 calculation of the amounts owing with respect to its accounts with its customers following Plan
8 confirmation in order to determine the amount of these claims that are likely to be subject to
9 allowance.

10 **M. Claims Process**

11 On September 18, 2007 the Bankruptcy Court entered a notice establishing January 15, 2008
12 as the last date to file a proof of claim in this Chapter 11 Case for all entities other than
13 governmental entities, and establishing March 15, 2008 as the last date to file a proof of claim in this
14 Chapter 11 Case for all governmental entities (the "Bar Date Notice"). The Bar Date Notice should
15 be consulted for any questions regarding filing of proofs of claim.

16 Thereafter, the Court authorized the rejection of certain prepetition executory agreements
17 between the Debtor and various other parties and set a date of March 6, 2009 for any party whose
18 agreement was rejected to file a rejection claim.

19 **N. The Debtor's Primary Assets**

20 Prior to the sale of its operating assets and interests in subsidiaries, the Debtor's primary
21 assets were its Cash, its contracts with LECs, the amount of holdbacks and reserves being withheld
22 by the LECs, its miscellaneous property and equipment, and its equity interests in its subsidiaries
23 PaymentOne, ICS and IS 900. Following the sale of the operating assets and the interests in the
24 subsidiaries, the Debtor has retained its Cash.

25 Significant amounts of professional fees have been incurred in this case. Thus far, (using
26 round numbers) the Bankruptcy Court has approved on an interim basis more than \$3.58 million in
27 fees and costs for the Debtor's professionals, and an additional \$781,000 in fees and costs for the
28 Committee's professionals. Additionally, the Debtor's professionals have recently applied for

1 interim approval and payment of \$673,000 in fees and costs, while the Committee's professionals
2 seek approval and payment of \$264,000.

3 Based on information believed accurate as of June 9, 2009, the Plan Proponents estimate that
4 the total allowed unsecured claims in this case are likely to be approximately \$23.1 million. The
5 Debtor had approximately \$7.38 million in unrestricted cash on hand relating to pre-petition billings.
6 The Debtor also had restricted cash, monies on deposit and other reserves held on account of alleged
7 secured creditor claims totaling an additional \$2.7 million. Net cash after payment of secured
8 claims, professional fees and other administrative expenses is currently projected to be
9 approximately \$3.9 million. This estimated amount based upon the Committee's analysis as of June
10 6, 2009, and there is no assurance this projection will prove correct. The \$3.9 million projected
11 amount is net of approximately \$300,000 in fees expected to be paid to the Liquidating Trustee and
12 an additional \$350,000 to be paid to counsel for the Liquidating Trustee for services rendered after
13 the Effective Date. It also assumes that all secured claims other than the claim of secured creditor
14 POL are disallowed. If it is determined that the alleged secured claim of POL is junior in priority to
15 the claim of PaymentOne, then the amount available for distribution to unsecured creditors could be
16 as much as \$820,000 greater. If the secured claim of POL exceeds \$820,000, then the amount
17 available for distribution to general unsecured creditors could be smaller than projected.

18 **VI. DESCRIPTION OF SIGNIFICANT LITIGATION**

19 The litigation with the FTC, the Receiver and Thermo Credit is described in prior portions of
20 this Disclosure Statement, and because such matters have been resolved pursuant to orders of the
21 Bankruptcy Court, those matters are not discussed here.

22 Prior to the Petition Date, the Debtor was involved in a tax dispute (the "New York Tax
23 Matter") with the New York State Department of Taxation and Finance, Division of Taxation (the
24 "New York Tax Division"). In the New York Tax Matter, the New York Tax Division asserted that
25 the Debtor owes it over \$4.0 million in principal taxes, interest and penalties. The Debtor was able
26 to settle the New York Tax Matter for an amount substantially less than the demand. Specifically,
27 by Order, dated March 7, 2008, the Court approved a settlement in the amount of \$208,389, to be
28 paid as specified in the settlement agreement. Debtor placed \$820,620 in a reserve for the adequate

1 protection of secured creditor POL. POL has not been paid these funds which it contends it are
2 owed. POL contends that the non-payment of these funds is an inappropriate impairment of its
3 rights, and that these funds and the Tennessee funds discussed below must be paid out prior to the
4 confirmation of the plan or retained in a reserve to be paid upon conclusion of the litigation.

5 Debtor and the Committee disagree.

6 Prior to the Petition Date, the Debtor was involved in a lawsuit (the "Tennessee Tax Matter")
7 contesting an assessment of sales and use taxes in the amount of \$270,067.89, including assessed
8 interest (the "Tennessee Assessment"), made by the Tennessee Department of Revenue (the
9 "Tennessee Tax Division"). Without waiving its rights to challenge the taxes, the Debtor paid the
10 Tennessee Tax Division approximately \$340,977.35 ("Disputed Liability") in satisfaction of the
11 Tennessee Assessment, including interest that accrued after the date of the Tennessee Assessment,
12 thereby converting the Tennessee Tax Matter to a suit for refund of the amounts paid by the Debtor.
13 The Debtor also mistakenly paid an overpayment to the Tennessee Tax Division of \$4022.65. If the
14 Debtor obtains a refund of a portion of or the entire sum it has paid to Tennessee Tax Division with
15 respect to the Disputed Liability, whether by judgment or settlement, a portion (50%) of the refund
16 obtained by the Debtor will be added to the pre-petition claims against the Debtor asserted by POL
17 pursuant to their settlement agreement. Settlement of the Tennessee Tax Matter is being discussed
18 but agreement has not yet been reached. No trial date has been set.

19 **VII. SUMMARY OF PLAN PROVISIONS**

20 **A. Introduction**

21 The Plan is the product of diligent efforts by the Plan Proponents to formulate a plan that
22 provides for a fair allocation of the Debtor's assets in an orderly manner, consistent with the
23 mandates of the Bankruptcy Code and other applicable law.

24 The Plan Proponents believe that confirmation of the Plan provides the best opportunity for
25 maximum recoveries to the Debtor's creditors and interest holders. The Plan Proponents believe,
26 and will demonstrate to the Bankruptcy Court, that the Debtor's creditors will receive significantly
27 more value under the Plan than any available alternative.
28

1 THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT
2 ELEMENTS OF THE PLAN. THIS DISCLOSURE STATEMENT IS QUALIFIED IN ITS
3 ENTIRETY BY REFERENCE TO THE MORE DETAILED INFORMATION SET FORTH
4 IN THE PLAN.

5 **B. Method of Classification of Claims and Interests and General Provisions**

6 1. General Rules of Classification

7 Generally, a Claim is classified in a particular Class for voting and distribution purposes only
8 to the extent the Claim qualifies within the description of that Class, and is classified in another
9 Class or Classes to the extent any remainder of the Claim qualifies within the description of such
10 other Class or Classes. Unless otherwise provided, to the extent a Claim qualifies for inclusion in a
11 more specifically defined Class and a more generally-defined Class, it shall be included in the more
12 specifically defined Class.

13 2. Non-Classification of Administrative Claims, Priority Tax Claims, and Fee Claims.

14 Administrative Claims, Priority Tax Claims and Fee Claims have not been classified and are
15 excluded from the Classes set forth in Article II of the Plan in accordance with section 1123(a)(1) of
16 the Bankruptcy Code.

17 3. Bar Date for Administrative Claims.

18 Unless otherwise ordered by the Bankruptcy Court, requests for payment of Administrative
19 Claims (except for Fee Claims) must be Filed and served on the Liquidating Trustee, and her
20 counsel, no later than twenty (20) days after the Effective Date (the "Administrative Claim Bar
21 Date"). Any Entity that is required to File and serve a request for payment of an Administrative
22 Claim and fails to timely File and serve such request, shall be forever barred, estopped and enjoined
23 from asserting such Claim or participating in distributions under the Plan on account thereof.
24 Objections to requests for payment of Administrative Claims (except for Fee Claims) must be Filed
25 and served on the Liquidating Trustee, and her counsel, and the party requesting payment of an
26 Administrative Claim within thirty (30) days after the Filing of such request for payment. Nothing
27 herein shall preclude the Debtor or the Liquidating Trustee from paying any Administrative Claims
28 in the normal course of business.

1 4. Bar Date for Fee Claims.

2 Unless otherwise ordered by the Bankruptcy Court, requests for payment of Fee Claims
3 incurred through the Effective Date, must be Filed and served on the Liquidating Trustee, and her
4 counsel no later than thirty (30) days after the Effective Date (the "Fee Claim Bar Date"). Any
5 Professional that is required to File and serve a request for payment of a Fee Claim and fails to
6 timely File and serve such request, shall be forever barred, estopped and enjoined from asserting
7 such Fee Claim or participating in distributions under the Plan on account thereof. Objections to Fee
8 Claims must be filed and served on the Liquidating Trustee, and her counsel, and the requesting
9 party by twenty (20) days after the Filing of the applicable request for payment of the Fee Claim.

10 C. Treatment of Administrative Claims, Priority Tax Claims, and Fee Claims.

11 The treatment of and consideration to be received by holders of Allowed Administrative
12 Claims, Priority Tax Claims, and Fee Claims shall be in full and complete satisfaction, settlement,
13 release and discharge of such Claims. The Debtor's obligations in respect of such Allowed
14 Administrative Claims, Priority Tax Claims, and Fee Claims shall be satisfied in accordance with the
15 terms of the Plan.

16 Administrative Claims. Each holder of an Allowed Administrative Claim shall be paid in
17 respect of such Allowed Claim (a) the full amount thereof in Cash, as soon as practicable after the
18 later of (i) the Effective Date and (ii) the date on which such Claim becomes an Allowed Claim, or
19 upon such other terms as may be agreed upon by the holder of such Allowed Claim, or (b) such
20 lesser amount as the holder of such Allowed Administrative Claim and the Debtor prior to the
21 Effective Date and the Liquidating Trustee following the Effective Date might otherwise agree. The
22 allowance of Administrative Claims shall be subject to approval by the Bankruptcy Court.

23 Priority Tax Claims. Except as provided herein, each holder of an Allowed Priority Tax
24 Claim shall be paid in respect of such Allowed Claim in the discretion of the Liquidating Trustee
25 either (a) the full amount thereof, without post-petition interest or penalty, in Cash, as soon as
26 practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an
27 Allowed Claim or upon such other terms as may be agreed upon by the holder of such Allowed
28 Claim, or (b) in nine equal installments with interest commencing on December 15, 2009 and

1 continuing on April 15, August 15, and December 15 of 2010 and of each succeeding year until a
2 final payment no later than August 15, 2012 or upon such other terms as may be agreed upon by the
3 holder of such Allowed Claim, or (c) such lesser amount as the holder of such Allowed Priority Tax
4 Claim and the Debtor prior to the Effective Date and the Liquidating Trustee following the Effective
5 Date might otherwise agree.

6 Fee Claims. Each holder of an Allowed Fee Claim shall be paid in respect of such Allowed
7 Claim (a) the full amount thereof in Cash, as soon as practicable after the later of (i) the Effective
8 Date and (ii) the date on which such Claim becomes an Allowed Claim, or upon such other terms as
9 may be agreed upon by the holder of such Allowed Claim, or (b) such lesser amount as the holder of
10 such Allowed Fee Claim and the Debtor prior to the Effective Date and the Liquidating Trustee
11 following the Effective Date might otherwise agree.

12 **D. Classification and Treatment of Claims and Interests**

13 1. Class 1 Other Priority Claims

14 Each holder of an Allowed Other Priority Claim shall be paid in respect of such Allowed
15 Claim (a) the full amount thereof in Cash, as soon as practicable after the later of (i) the Effective
16 Date and (ii) the date on which such Claim becomes an Allowed Claim, or upon such other terms as
17 may be agreed upon by the holder of such Allowed Claim, or (b) such lesser amount as the holder of
18 such Allowed Other Priority Claim and the Debtor prior to the Effective Date and the Liquidating
19 Trustee following the Effective Date might otherwise agree. The holder of a Claim in this Class is
20 not impaired and, therefore, not entitled to vote.

21 2. Class 2 – Secured Claim of PaymentOne.

22 PaymentOne's prepetition Secured Claim has been assigned to the Debtor's estate and is now
23 property of the estate pursuant to Bankruptcy Code sections 541(a)(3) and/or 541(a)(7). To the
24 extent that the Claim of PaymentOne is a Secured Claim, the bankruptcy estate shall be entitled to
25 PaymentOne's rights as a secured claimant and a foreclosure of such lien position shall be deemed to
26 have occurred on the day prior to the Effective Date. The holder of the PaymentOne claim is not
27 impaired and, therefore, not entitled to vote. As a consequence of the foreclosure sale described
28

1 above, any secured creditor whose claim is junior in priority to such claim will be rendered
2 unsecured under Bankruptcy Code section 506(a).

3 3. Class 3 -- Secured Claim of PCS.

4 PCS's prepetition Secured Claim shall be treated as a contingent Secured Claim in an
5 unliquidated amount. To the extent not already paid in full prior to the Effective Date, on the
6 Effective Date or as soon thereafter as practicable, the PCS Claim shall remain secured by a
7 replacement lien in the same assets or proceeds thereof, if any, in which PCS had an interest
8 prepetition. Either the Debtor or the Committee is likely to object to this claim. To the extent that
9 the Claim of PCS is a Secured Claim, PCS shall be entitled to its rights as a secured claimant. PCS
10 is not impaired and, therefore, not entitled to vote. To the extent that PCS is not entitled to a
11 Secured Claim any Deficiency Claim of PCS shall be a Claim in Class 15 and, notwithstanding the
12 immediately prior sentence, PCS shall be entitled to vote such Deficiency Claim as a Class 15
13 Claim. The Plan Proponents are informed and believe that, as a consequence of the foreclosure of
14 the secured claim position assigned by PaymentOne described above, this claim (which is believed
15 to be junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section
16 506(a).

17 4. Class 4 -- Secured Claim of Personal Voice.

18 Personal Voice's prepetition Secured Claim shall be treated as a contingent Secured Claim in
19 an unliquidated amount. To the extent not already paid in full prior to the Effective Date, on the
20 Effective Date or as soon thereafter as practicable, the Personal Voice Claim shall remain secured by
21 a replacement lien in the same assets or proceeds thereof, if any, in which Personal Voice had an
22 interest prepetition. This claim is the subject of a pending summary judgment motion in a pending
23 adversary proceeding challenging its allegedly secured status. To the extent that the Claim of
24 Personal Voice is a Secured Claim, Personal Voice shall be entitled to its rights as a secured
25 claimant. Personal Voice is not impaired and, therefore, not entitled to vote. To the extent that
26 Personal Voice is not entitled to a Secured Claim any Deficiency Claim of Personal Voice shall be a
27 Claim in Class 15 and, notwithstanding the immediately prior sentence, Personal Voice shall be
28 entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and

1 believe that, as a consequence of the foreclosure of the secured claim position assigned by
2 PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
3 will be rendered unsecured under Bankruptcy Code section 506(a).

4 5. Class 5 -- Secured Claim of Network Telephone.

5 Network Telephone's prepetition Secured Claim shall be treated as a contingent Secured
6 Claim in an unliquidated amount. To the extent not already paid in full prior to the Effective Date,
7 on the Effective Date or as soon thereafter as practicable, the Network Telephone Claim shall remain
8 secured by a replacement lien in the same assets or proceeds thereof, if any, in which Network
9 Telephone had an interest prepetition. Either the Debtor or the Committee is likely to object to this
10 claim. To the extent that the Claim of Network Telephone is a Secured Claim, Network Telephone
11 shall be entitled to its rights as a secured claimant. Network Telephone is not impaired and,
12 therefore, not entitled to vote. To the extent that Network Telephone is not entitled to a Secured
13 Claim any Deficiency Claim of Network Telephone shall be a Claim in Class 15 and,
14 notwithstanding the immediately prior sentence, Network Telephone shall be entitled to vote such
15 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
16 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
17 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
18 under Bankruptcy Code section 506(a).

19 6. Class 6 -- Secured Claim of CIT.

20 CIT's prepetition Secured Claim shall be treated as a Secured Claim in an unliquidated
21 amount. To the extent not already paid in full prior to the Effective Date, on the Effective Date or as
22 soon thereafter as practicable, the CIT Claim shall remain secured by a replacement lien in the same
23 assets or proceeds thereof, if any, in which CIT had an interest prepetition. CIT shall be entitled to
24 its rights as a secured claimant. Either the Debtor or the Committee is likely to object to this claim.
25 CIT is not impaired and, therefore, not entitled to vote. To the extent that CIT is not entitled to a
26 Secured Claim, any Deficiency Claim of CIT shall be a Claim in Class 15 and, notwithstanding the
27 immediately prior sentence, CIT shall be entitled to vote such Deficiency Claim as a Class 15 Claim.
28 The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the

1 secured claim position assigned by PaymentOne described above, this claim (which is believed to be
2 junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

3 7. Class 7 -- Secured Claim of Highline.

4 Highline's prepetition Secured Claim shall be treated as a Secured Claim in an unliquidated
5 amount. To the extent not already paid in full prior to the Effective Date, on the Effective Date or as
6 soon thereafter as practicable, the Highline Claim shall remain secured by a replacement lien in the
7 same assets or proceeds thereof, if any, in which Highline had an interest prepetition. Either the
8 Debtor or the Committee is likely to object to this claim. Highline shall be entitled to its rights as a
9 secured claimant. The Plan Proponents are informed and believe that, as a consequence of the
10 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
11 (which is believed to be junior in priority to such claim) will be rendered unsecured under
12 Bankruptcy Code section 506(a). Highline is not impaired and, therefore, not entitled to vote. To
13 the extent that Network Telephone is not entitled to a Secured Claim any Deficiency Claim of
14 Highline shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, Highline
15 shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are
16 informed and believe that, as a consequence of the foreclosure of the secured claim position assigned
17 by PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
18 will be rendered unsecured under Bankruptcy Code section 506(a).

19 8. Class 8 -- Secured Claim of Iron Mountain Information, Inc.

20 Iron Mountain Information, Inc. ("Iron Mountain") alleges a prepetition claim in the amount
21 of \$1,983.68 which is allegedly secured by 4,211 boxes of personal property and other items in
22 storage. Either the Debtor or the Committee is likely to object to this claim. To the extent that the
23 Claim of Iron Mountain Information is a Secured Claim, Iron Mountain Information shall be entitled
24 to its rights as a secured claimant. Iron Mountain Information is not impaired and, therefore, not
25 entitled to vote. To the extent that Iron Mountain Information is not entitled to a Secured Claim any
26 Deficiency Claim of Iron Mountain shall be a Claim in Class 15 and, notwithstanding the
27 immediately prior sentence, Iron Mountain Information shall be entitled to vote such Deficiency
28 Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of

1 the foreclosure of the secured claim position assigned by PaymentOne described above, this claim
2 (which is believed to be junior in priority to such claim) will be rendered unsecured under
3 Bankruptcy Code section 506(a).

4 9. Class 9 -- Secured Claim of POL.

5 POL's liquidated claims set forth in the POL Agreement have been paid, other than its claim
6 with regard to the New York Tax Matter, and it also has an unliquidated claim arising from the
7 Tennessee Tax Matter (the "Remaining Claims"). POL's Remaining Claims shall be treated as a
8 contingent Secured Claim. Either the Debtor or the Committee is likely to object to this claim. To
9 the extent that the Claim of POL is a Secured Claim, POL shall be entitled to its rights as a secured
10 claimant. POL is not impaired and, therefore, not entitled to vote. To the extent that POL is not
11 entitled to a Secured Claim any Deficiency Claim of POL shall be a Claim in Class 15 and,
12 notwithstanding the immediately prior sentence, POL shall be entitled to vote such Deficiency Claim
13 as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
14 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
15 (which is believed to be junior in priority to such claim) will be rendered unsecured under
16 Bankruptcy Code section 506(a).

17 10. Class 10 -- Secured Claim of Southwestern Bell.

18 Southwestern Bell filed proof of claim number 92 in the amount of \$70,408.21, which is
19 allegedly secured by a right of offset. Either the Debtor or the Committee is likely to object to this
20 claim. To the extent that the Claim of Southwestern Bell is a Secured Claim, Southwestern Bell
21 shall be entitled to its rights as a secured claimant. Southwestern Bell is not impaired and, therefore,
22 not entitled to vote. To the extent that Southwestern Bell is not entitled to a Secured Claim any
23 Deficiency Claim of Southwestern Bell shall be a Claim in Class 15 and, notwithstanding the
24 immediately prior sentence, Southwestern Bell shall be entitled to vote such Deficiency Claim as a
25 Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
26 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
27 (which is believed to be junior in priority to such claim) will be rendered unsecured under
28 Bankruptcy Code section 506(a).

11. Class 11 – Secured Claim of BellSouth Telecommunications, Inc.

BellSouth Telecommunications, Inc. filed proof of claim number 91 in the secured amount of \$232,948.14 based upon an alleged right of offset. Either the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of BellSouth Telecommunications, Inc. is a Secured Claim, BellSouth Telecommunications, Inc. shall be entitled to its rights as a secured claimant. BellSouth Telecommunications, Inc. is not impaired and, therefore, not entitled to vote. To the extent that BellSouth Telecommunications, Inc. is not entitled to a Secured Claim, any Deficiency Claim of BellSouth Telecommunications, Inc. shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, BellSouth Telecommunications, Inc. shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

12. Class 12 – Secured Claim of Verizon.

Verizon filed proof of claim number 85 in the secured amount of \$191,724.95. Either the Debtor or the Committee is likely to object to this claim. Verizon is not impaired and, therefore, not entitled to vote. To the extent that Verizon is not entitled to a Secured Claim, any Deficiency Claim of Verizon shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, Verizon be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

13. Class 13 – Secured Claim of MyTelebill.

Either the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of MyTelebill is a Secured Claim, MyTelebill shall be entitled to its rights as a secured claimant. MyTelebill is not impaired and, therefore, not entitled to vote. To the extent that MyTelebill is not entitled to a Secured Claim, any Deficiency Claim of MyTelebill shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, MyTelebill shall be entitled to vote

1 such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
2 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
3 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
4 under Bankruptcy Code section 506(a).

5 14. Class 14 – Secured Claim of Bealls Communications Group.

6 Bealls Communications Group (“Bealls”) filed proof of claim number 193 in the secured
7 amount of \$213,448.48, for which the alleged collateral is unidentified. Either the Debtor or the
8 Committee is likely to object to this claim. To the extent that the Claim of Bealls is a Secured
9 Claim, Bealls shall be entitled to its rights as a secured claimant. Bealls is not impaired and,
10 therefore, not entitled to vote. To the extent that Bealls is not entitled to a Secured Claim, any
11 Deficiency Claim of Bealls shall be a Claim in Class 15 and, notwithstanding the immediately prior
12 sentence, Bealls shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan
13 Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim
14 position assigned by PaymentOne described above, this claim (which is believed to be junior in
15 priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

16 15. Class 15 – General Unsecured Claims.

17 Class 15 Claimants shall receive their Pro Rata share of the General Unsecured Claims Pool.
18 On the Effective Date, the Debtor and its Property and the Liquidating Trustee and its property shall
19 be free and clear of all General Unsecured Claims, and be deemed released and discharged from all
20 General Unsecured Claims. The holders of Claims in this Class are impaired and, therefore, entitled
21 to vote.

22 16. Class 16 – Preferred Stockholders.

23 On the Effective Date, the Preferred Stockholders shall receive nothing, and all Preferred
24 Stock shall be deemed canceled, null and void and of no force and effect. Class 16 Interests are
25 deemed to reject the Plan and therefore are not entitled to vote.
26
27
28

1 17. Class 17 -- Class A Common Stockholders.

2 On the Effective Date, the Class A Common Stockholders shall receive nothing, and all Class
3 A Common Stock shall be deemed canceled, null and void and of no force and effect. Class 17
4 Interests are deemed to reject the Plan and therefore are not entitled to vote.

5 18. Class 18 -- Class B Common Stockholders.

6 On the Effective Date, the Class B Common Stockholders shall receive nothing, and all Class
7 B Common Stock shall be deemed canceled, null and void and of no force and effect. Class 18
8 Interests are deemed to reject the Plan and therefore are not entitled to vote.

9 E. Means For Implementation Of The Plan

10 1. Sources of Funds for Payment of Allowed Claims.

11 Net of all administrative costs and expenses of the Chapter 11 Case, the payment of Allowed
12 Claims shall be from the following sources: Cash on hand on the Effective Date or received
13 thereafter.

14 2. Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority
15 Tax Claims and Allowed Class 1 Claims.

16 Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority Tax Claims and
17 Allowed Class 1 Claims shall be paid from Cash on hand on the Effective Date.

18 3. Payment of Any Allowed Secured Claims.

19 As a consequence of the foreclosure deemed to take place on the Effective Date on the
20 PaymentOne Class 2 Secured Claim, all junior secured liens on the assets subject to that Claim shall
21 be extinguished, rendering the holders of such junior secured lien claims unsecured creditors with
22 Class 15 claims only. To the extent that the Court determines that any of CIT, Highline, PCS,
23 Personal Voice, Network Telephone, POL, Iron Mountain, Southwestern Bell, BellSouth, Verizon,
24 MyTelebill, and/or Bealls has an Allowed Secured Claim, the Liquidating Trustee shall pay such
25 Claim in accordance with such Entity's rights as a secured claimant.

26 4. Distributions.

27 The Liquidating Trustee shall be responsible for making or directing distributions under the
28 Plan made on the Effective Date. After the Effective Date, the Liquidating Trustee shall be

1 responsible for making or directing distributions under the Plan to the Allowed Secured Claims, if
2 any, of Classes 2-14.

3 5. Liquidating Trustee's Responsibility Under Plan.

4 The Liquidating Trustee shall administer the Plan, and her duties and powers shall include
5 the following:

6 (a) To make or direct distributions to holders of Allowed Claims payable on the Effective
7 Date and Allowed Secured Claims in Classes 2-9;

8 (b) To prosecute litigate, compromise, or settle objections to Claims and/or Interests
9 (disputed or otherwise) and Avoidance Actions;

10 (c) To otherwise implement and administer the Plan;

11 (d) To file with the Bankruptcy Court the reports and other documents and pay any and
12 all fees required by the Plan or otherwise required to close the Chapter 11 Case, including the
13 preparation and filing of a motion for a final decree;

14 (e) To take or not take those actions which Liquidating Trustee in her business discretion
15 believes to be in accordance with the best interests of Class 15 Claims and any Administrative
16 Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally resolved on the
17 Effective Date and which actions inactions are consistent with the Plan;

18 (f) To make decisions regarding the retention or engagement of Professionals and to pay,
19 without court order, all reasonable fees and expenses incurred after the Effective Date;

20 (g) To make or direct distributions to holders of Allowed Claims other than those Claims
21 payable on the Effective Date and Allowed Secured Claims in Classes 2-9;

22 (h) To set off amounts owed to the Debtor against any and all amounts otherwise due to
23 be distributed to the holder of an Allowed Claim under the Plan;

24 (i) To take all other actions not inconsistent with the provisions of the Plan deemed
25 necessary or desirable in connection with administering the Plan.

26 6. Notice of Material Actions by the Liquidating Trustee.

27 In the event of (a) compromises of pending litigation, (b) sales, transfers or abandonment of
28 property with a value of more than \$50,000, (c) claim settlements in which the amount conceded to

1 be due and owing by the Liquidating Trustee exceeds \$100,000 (d) payment of fees to the
2 Liquidating Trustee and/or her professionals to be reported on a quarterly basis, the Liquidating
3 Trustee shall file with the Bankruptcy Court and serve upon the Office of the United States Trustee
4 and any other party filing a request for special notice after the Effective Date a notice of intended
5 action describing the Liquidating Trustee's intended course of action and the justifications therefor,
6 and providing a 15 day period from the date of such notice for the filing of an objection and request
7 for hearing on the same. In the absence of any objection and request for hearing, the Liquidating
8 Trustee shall be free to take the action described in the notice without further order of the Court. If
9 an objection and request for hearing is filed, the Liquidating Trustee will give at least 7 days' notice
10 of the hearing date obtained from the Bankruptcy Court.

11 7. Vesting.

12 Except as otherwise provided for in the Plan or the Confirmation Order, on the Effective
13 Date, the Property of the Debtor's Estate will be transferred to and shall vest in the Liquidating Trust,
14 free and clear of all Claims, Liens and Interests, and the Liquidating Trustee shall have all of the
15 powers granted by the Liquidating Trust Agreement and applicable law. Except as otherwise
16 provided for in the Plan or the Confirmation Order, as of the Effective Date, the Liquidating Trustee
17 may act, use, acquire and dispose of property without the supervision of the Bankruptcy Court, free
18 of any restrictions of the Bankruptcy Code or Bankruptcy Rules subject to the powers, duties and
19 responsibilities provided in the Plan or the Confirmation Order. The right to object to Claims and
20 Interests and pursue the Avoidance Actions shall vest in the Liquidating Trustee. Except as
21 otherwise provided for in the Plan or the Confirmation Order, as of the Effective Date, the
22 Liquidating Trustee may perform her duties and obligations without the supervision of the
23 Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. All other
24 claims or rights that may have previously existed against the Debtor shall be discharged and shall be
25 the subject of the Discharge Injunction.

26 8. Distributions.

27 Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to
28 be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the

1 Effective Date or as soon thereafter as is practicable. Any distribution to be made on the Effective
2 Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such
3 distribution is made on the Effective Date or as soon thereafter as is practicable. The Liquidating
4 Trustee shall make distributions to Allowed Class 15 Claims from the Estate Proceeds Account on a
5 quarterly basis, or less frequently as the Liquidating Trustee determines is reasonable under the
6 circumstances. Any payment or distribution required to be made under the Plan on a day other than
7 a Business Day shall be made on the next succeeding Business Day.

8 9. Disputed Claims.

9 The Liquidating Trustee shall not distribute or direct the distribution of any Disputed Claim.
10 The Liquidating Trustee shall hold, in each the Estate Proceeds Account, Cash in an amount
11 sufficient to provide holders of Disputed Claims their Pro Rata share of the Claims Account as if the
12 Disputed Claim were allowed in full. With respect to such Disputed Claims, if, when, and to the
13 extent any such Disputed Claim becomes an Allowed Claim by Final Order, the relevant portion of
14 the Cash held therefore shall be distributed by the Liquidating Trustee, as applicable, to the Claimant
15 in a manner consistent with distributions to similarly situated Allowed Claims. The balance of such
16 Cash, if any, remaining in the Reserved Estate Proceeds Account after all Administrative Claims,
17 Priority Tax Claims, and Class 1 Priority Claims which have not finally resolved on the Effective
18 Date have been resolved and distributions made to those Claims in accordance with the Plan, shall
19 be released and transferred to the Estate Proceeds Account. From time to time as additional monies
20 accumulate in the Estate Proceeds Account as a result of the disallowance of Class 15 Claims or
21 otherwise, the Liquidating Trustee shall make a subsequent distribution to claimants in Class 15 of
22 such claimants' Pro Rata share of the Estate Proceeds Account. No payments or distributions shall
23 be made with respect to a Claim that is a Disputed Claim pending the resolution of the dispute by
24 Final Order. No payments or distributions shall be made with respect to post-Petition Date interest
25 accruing on any Claim. No payments or distributions shall be made with respect to Allowed Claims
26 in an amount in excess of such Allowed Claims.

10. Claims Objection Deadline.

Objections to Claims shall be filed and served upon each affected Creditor no later than ninety (90) days after the Effective Date, provided however, that this deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee, with or without notice or hearing. Notwithstanding the foregoing, unless an order of the Bankruptcy Court specifically provides for a later date, any proof of, or other assertion of a Claim filed after the Confirmation Date shall be automatically disallowed as a late filed Claim, without any action by the Liquidating Trustee, unless and until the party filing such Claim obtains the written consent of the Liquidating Trustee, or obtains an order of the Bankruptcy Court upon notice to the Liquidating Trustee that permits the late filing of the Claim, and the holder of such disallowed Claim shall be forever barred from asserting such Claim against the Debtor, the Estate or Property, and the Liquidating Trust or its property. In the event any proof of Claim is permitted to be filed after the Confirmation Date pursuant to an order of the Bankruptcy Court, the Liquidating Trustee, shall have ninety (90) days from the filing of such proof of claim or order to object to such Claim, which deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee with or without notice or a hearing.

11. Settlement of Disputed Claims.

Objections to Claims may be litigated to judgment or withdrawn, and may be settled with the approval of the Bankruptcy Court, except to the extent such approval is not necessary as provided in this section. After the Effective Date, and subject to the terms of this Plan, the Liquidating Trustee may settle any Disputed Claim where the result of the settlement or compromise is an Allowed Claim in an amount not in excess of \$100,000 without providing any notice or obtaining an order from the Bankruptcy Court. All proposed settlements of Disputed Claims where the amount to be settled or compromised exceeds \$100,000 shall be subject to the approval of the Bankruptcy Court after notice and an opportunity for a hearing as described in Section VII.E.6, above.

12. Unclaimed Property.

If any distribution remains unclaimed for a period of ninety (90) days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the holder of an Allowed Claim or Interest entitled thereto, such unclaimed property shall be forfeited by such holder,

1 whereupon all right, title and interest in and to the unclaimed property shall be held by the
2 Liquidating Trustee, to be distributed Pro Rata to holders of Allowed Claims in such Class in
3 accordance with this Plan, or if all Allowed Claims in such Class have been satisfied or reserved for
4 in accordance with the Plan except Class 15 Claims, then such unclaimed property shall be
5 distributed to the Estate Proceeds Account, and if all Allowed Claims in Class 9 have been satisfied
6 or reserved for in accordance with the Plan, then such unclaimed property shall be retained by the
7 Liquidating Trust.

8 13. Release of Liens.

9 Except as otherwise provided in the Plan or in any contract, instrument or other agreement or
10 document created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust,
11 Liens or other security Interests against the Property of the Debtor's estate shall be released, and all
12 the right, title and Interest of any holder of such mortgages, deeds of trust, Liens or other security
13 Interests shall revert to the Liquidating Trust and its successors and assigns.

14 14. Rights of Actions.

15 On the Effective Date, the Liquidating Trustee shall be vested with the right to pursue the
16 Avoidance Actions and any other action that the Debtor may assert against a third party as of the
17 Effective Date, with the exception of all claims released pursuant to the Plan and Confirmation
18 Order. The Liquidating Trustee may pursue, settle or release all such actions in accordance with the
19 best interest of and for the benefit of the holders of Class 15 Claims, and may do so by affirmative
20 action, claim objection, or counterclaim, as she sees fit. A list of all payments to creditors made by
21 the Debtor within 90 days of the Petition Date is attached hereto as Exhibit B. A list of all payments
22 to insiders made within one year of the Petition Date is attached hereto as Exhibit C.

23 15. Allocation of Plan Distributions Between Principal and Interest.

24 To the extent that any Allowed Claim entitled to a distribution under the Plan consists of
25 indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall
26 be allocated first to the principal amount of the Claim (as determined for federal income tax
27 purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to
28 such other amounts.

1 16. Withholding Taxes.

2 Any federal, state, or local withholding taxes or other amounts required to be withheld under
3 applicable law shall be deducted from distributions hereunder. All Persons holding Claims shall be
4 required to provide any information necessary to effect the withholding of such taxes.

5 17. Fractional Cents.

6 Any other provision of the Plan to the contrary notwithstanding, no payment of fractions of
7 cents will be made. Whenever any payment of a fraction of a cent would otherwise be called for, the
8 actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

9 18. Payments of Less than Ten Dollars.

10 Except as otherwise provided in the Plan or in any contract, instrument or other agreement or
11 document created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust,
12 Liens or other security Interests against the Property of the Debtor's estate shall be released, and all
13 the right, title and Interest of any holder of such mortgages, deeds of trust, Liens or other security
14 Interests shall revert to the Liquidating Trust and its successors and assigns. If a cash payment
15 otherwise provided for by this Plan with respect to an Allowed Claim would be less than ten dollars
16 (\$10.00) (whether in the aggregate or on any payment date provided in this Plan), notwithstanding
17 any contrary provision of this Plan, the Liquidating Trustee shall not be required to make such
18 payment, and such excess fractional dollars shall remain in the Estate Proceeds Account pending the
19 next distribution made on account of such Allowed Claim. If all Allowed Claims in Class 15 have
20 been satisfied or reserved for in accordance with the Plan, then such excess fractional dollars shall be
21 retained by the Liquidating Trust.

22 **F. Treatment of All Agreements.**

23 Any and all pre-petition leases or executory contracts included on Debtor's Schedule G, as
24 such Schedule G may be amended up to and including the Confirmation Date, not previously
25 rejected by the Debtor, unless specifically assumed pursuant to orders of the Bankruptcy Court prior
26 to the Confirmation Date or the subject of a motion to reject pending on the Confirmation Date, shall
27 be deemed rejected by the Debtor effective as of the Confirmation Date, but subject to the
28 occurrence of the Effective Date. Any and all pre-petition leases and executory contracts not

1 included on Debtor's Schedule G, as such schedule exists on the Confirmation Date, not previously
2 assumed by the Debtor shall be deemed rejected by the Debtor effective as of the Confirmation Date,
3 but subject to the occurrence of the Effective Date.

4 **G. Claims for Damages.**

5 All proofs of claim with respect to Claims arising from the rejection of executory contracts or
6 leases shall, unless another order of the Bankruptcy Court provides for an earlier date, be filed with
7 the Bankruptcy Court within thirty (30) days after the mailing of notice of entry of the Confirmation
8 Order. All proofs of Claim with respect to Claims arising from the rejection of executory contracts
9 shall be treated as Class 15 General Unsecured Claims, for purposes of a distribution pursuant to the
10 Plan, unless and until the Person or Entity asserting such Claim obtains an order of the Bankruptcy
11 Court upon notice to the Liquidating Trustee that allows the Claims in another Class under the Plan.
12 Unless otherwise permitted by Final Order, any proof of claim that is not filed before the earlier of
13 the Bar Date or the Confirmation Hearing (other than those Claims arising from the rejection of
14 executory contracts or leases which may be filed within thirty (30) days after mailing of the notice of
15 entry of Confirmation Order as set forth above) shall automatically be disallowed as a late filed
16 Claim, without any action by the Liquidating Trustee, and the holder of such Claim shall be forever
17 barred from asserting such Claim against the Debtor or the Estate, , or the Liquidating Trustee or
18 property of the Liquidating Trustee.

19 **H. Effect of Confirmation of the Plan**

20 Without limiting any provision of the Plan, the effect of Confirmation of the Plan shall
21 include the following:

22 The Liquidating Trustee shall not have any responsibility to any Creditors or Interest holders
23 of the Debtor other than to make the distributions expressly provided for under the Plan and
24 otherwise discharge the responsibilities described in Section 5.8 of the Plan or the Confirmation
25 Order.

26 Pursuant to Bankruptcy Code section 524, the discharge (i) voids any judgment at any time
27 obtained to the extent that such judgment is the determination of the personal liability of the Debtor
28 with respect to any debt discharged under Bankruptcy Code section 1141, whether or not discharge

1 of such debt is waived, and (ii) operates as an injunction against the commencement or continuation
2 of any action, employment of process, or any act to collect, recover or offset any such debt as a
3 personal liability of the Debtor, whether or not discharge of such debt is waived, as well as against
4 the commencement or continuation of any action, including regulatory action, employment of
5 process, or any act to collect, recover, offset, pursue enforcement of, or impose liability upon the
6 Debtor for pre-Confirmation Date activities, and all Entities shall be precluded from asserting
7 against the Liquidating Trust, its successors or their assets or properties any other future claims or
8 interests based upon any act or omission, transaction or other activity of any kind of nature that
9 occurred before the Confirmation Date.

10 Except as otherwise provided in the Plan or the Confirmation Order and in addition to the
11 injunction provided under Bankruptcy Code sections 524(a) and 1141, on and after the Confirmation
12 Date, all Entities who had held, currently hold or may hold a debt, Claim, Interest and/or other rights
13 or causes of action in or against the Debtor, including without limitation regulatory actions, are
14 permanently enjoined and/or temporarily (as set forth in the Plan) from taking any of the following
15 actions on account of any such debt, Claim, Interest, and/or other right or cause of action to the
16 extent such actions do not comply with or are inconsistent with the provisions of controlling law, the
17 Plan or the Confirmation Order: (1) commencing or continuing in any manner any action or other
18 proceeding against the Debtor, the Liquidating Trustee as the successor to the Debtor under the Plan,
19 their successors, or their respective properties; (2) enforcing, attaching, collecting or recovering in
20 any manner any judgment, award, decree or order against the Debtor, the Liquidating Trustee as the
21 successor to the Debtor under the Plan, their successors, or their respective property; (3) creating,
22 perfecting, or enforcing any lien or encumbrance against the Debtor, the Liquidating Trustee as the
23 successor to the Debtor under the Plan, their successors, or their respective property; and (4)
24 asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the
25 Debtor, the Liquidating Trustee s the successor to the Debtor under the Plan, their successors, or
26 their respective property. Any person or entity injured by any willful violation of such injunction
27 may recover actual damages, including costs and attorneys' fees and, in appropriate circumstances,
28

1 may recover punitive damages from the willful violator. Such injunction shall not bar an entity from
2 seeking to enforce the terms of the Plan in the Bankruptcy Court.

3 The provisions of the Plan, once confirmed, shall be binding upon each Entity whether or not
4 the Entity is impaired under the Plan, and whether or not such Entity has accepted the Plan.

5 On the Effective Date, the property of the Estate, including causes of action, the right to
6 object to Claims, and the Avoidance Actions shall vest in the Liquidating Trust, and the Liquidating
7 Trustee shall be authorized to operate and dispose of property of the Liquidating Trust.

8 As of the Confirmation Date, the property and assets of the Debtor dealt with under the Plan
9 shall be free and clear from any and all Claims, including, without limitation, all Liens, Interests and
10 lis pendens, except as specifically provided otherwise in the Plan or the Confirmation Order. The
11 terms of the Plan shall supersede the terms of all prior orders entered by the Bankruptcy Court in the
12 Chapter 11 Case and the terms of all prior stipulations and other agreements entered into by the
13 Debtor with other parties-in-interest, except as specifically recognized in the Plan or the
14 Confirmation Order.

15 The Committee formed in this Chapter 11 Case shall be dissolved on the Effective Date.

16 Failure to make any payment required to be made under the Plan by the Liquidating Trustee,
17 including but not limited to any regular amortized payments of principal and interest, or any
18 payments due upon maturity, shall be considered a default under the Plan. If any default is not cured
19 within 30 days after service of written notice of such default to the Liquidating Trustee, and the U.S.
20 Trustee, any affected Creditor or any affected party in interest asserting such default may seek
21 appropriate relief to enforce its rights under the Plan.

22 On the Effective Date, all property of the estate shall vest in the Liquidating Trust, provided
23 that the vesting of such property shall be without prejudice and shall not act as a bar to a post-
24 Effective Date motion to convert this case to one under chapter 7 of title 11 of the United States
25 Code by the United States Trustee or any other party in interest on appropriate grounds, and upon the
26 granting of such motion the Plan shall terminate and the chapter 7 estate shall consist of all
27 remaining property of the Liquidating Trust not already administered. Such remaining property shall
28

1 be administered by the chapter 7 trustee as prescribed in chapter 7 of the Bankruptcy Code. The
2 Liquidating Trustee shall have the right to oppose any such motion.

3 **I. Retention of Jurisdiction**

4 Following the Confirmation Date and until such time as all payments and distributions
5 required to be made and all other obligations required to be performed under this Plan have been
6 made and performed by the Debtor, or the Liquidating Trustee, as the case may be, the Bankruptcy
7 Court shall retain jurisdiction as is legally permissible, including, without limitation, for the
8 following purposes:

9 (a) Claims. To determine the allowance, extent, classification, or priority of
10 Claims against the Debtor upon objection prior to the Effective Date after the Effective
11 Date;Injunction, etc. To issue injunctions or take such other actions or make such other orders as
12 may be necessary or appropriate to restrain interference with the Plan or its execution or
13 implementation by any Person, to construe and to take any other action to enforce and execute the
14 Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as
15 may be necessary for the implementation, execution, performance and consummation of the Plan
16 and all matters referred to herein, and to determine all matters that may be pending before the
17 Bankruptcy Court in the Chapter 11 Case on or before the Effective Date with respect to any Person
18 or Entity;

19 (c) Professional Fees. To determine any and all applications for allowance of
20 compensation and expense reimbursement of Professionals for periods before the Effective Date,
21 and objections thereto, as provided for in the Plan;

22 (d) Certain Priority Claims. To determine the allowance, extent and classification
23 of any Priority Tax Claims, Other Priority Claims, Administrative Claims or any request for payment
24 of an Administrative Claim;

25 (e) Dispute Resolution. To resolve any dispute arising under or related to the
26 implementation, execution, consummation or interpretation of the Plan and/or Confirmation Order
27 and the making of distributions hereunder and thereunder;

1 (f) Executory Contracts and Unexpired Leases. To determine any and all
2 motions for the rejection, assumption, or assignment of executory contracts or unexpired leases, and
3 to determine the allowance and extent of any Claims resulting from the rejection of executory
4 contracts and unexpired leases;

5 (g) Actions. To determine all applications, motions, adversary proceedings,
6 contested matters, estimation proceedings for limited or all purposes, actions, and any other litigated
7 matters instituted in the Chapter 11 Case by or on behalf of the Debtor or the Liquidating Trustee,
8 including, but not limited to, Avoidance Actions or any claims between two or more non-debtor
9 parties related thereto, and any remands;

10 (h) General Matters. To determine such other matters, and for such other
11 purposes, as may be provided in the Confirmation Order or as may be authorized under provisions of
12 the Bankruptcy Code or other applicable law;

13 (i) Plan Modification. To modify the Plan under section 1127 of the Bankruptcy
14 Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the
15 Confirmation Order so as to carry out its intent and purposes;

16 (j) Aid Consummation. To issue such orders in aid of consummation of the Plan
17 and the Confirmation Order notwithstanding any otherwise applicable non bankruptcy law, with
18 respect to any Person or Entity, to the full extent authorized by the Bankruptcy Code;

19 (k) Protect Property. To protect the Property of the Debtor and the Liquidating
20 Trust from adverse Claims or Liens or interference inconsistent with this Plan, including to hear
21 actions to quiet or otherwise clear title to such property based upon the terms and provisions of this
22 Plan or to determine a purchaser's exclusive ownership of claims and causes of actions retained
23 under this Plan;

24 (l) Abandonment of Property. To hear and determine matters pertaining to
25 abandonment of Property of the Estate;

26 (m) Implementation of Confirmation Order. To enter and implement such orders
27 as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked,
28 modified or vacated; and

1 (n) Final Decree/Order. To enter a Final Order closing the Chapter 11 Case.

2 **J. Miscellaneous Provisions**

3 Pre-Confirmation Modification. On notice to and opportunity to be heard by the United
4 States Trustee, the Plan may be altered, amended or modified by the Debtor before the Confirmation
5 Date as provided in section 1127 of the Bankruptcy Code.

6 Post-Confirmation Immaterial Modification. With the approval of the Bankruptcy Court and
7 on notice to and an opportunity to be heard by the United States Trustee and without notice to
8 holders of Claims and Interests, the Liquidating Trustee may, insofar as it does not materially and
9 adversely affect the interest of holders of Claims, correct any defect, omission or inconsistency in
10 the Plan in such manner and to such extent as may be necessary to expedite consummation of this
11 Plan.

12 Post-Confirmation Material Modification. On notice to and an opportunity to be heard by the
13 United States Trustee, the Plan may be altered or amended after the Confirmation Date by the
14 Liquidating trustee in a manner which, in the opinion of the Bankruptcy Court, materially and
15 adversely affects holders of Claims, provided that such alteration or modification is made after a
16 hearing and otherwise meets the requirements of section 1127 of the Bankruptcy Code.

17 Withdrawal or Revocation of the Plan. The Proponents reserve the right to revoke or
18 withdraw the Plan prior to the Confirmation Date. If the Proponents revoke or withdraw the Plan,
19 then the Plan shall be deemed null and void.

20 Payment of Statutory Fees. All fees payable pursuant to section 1930 of Title 28 of the
21 United States Code with respect to periods after the Effective Date shall be paid by the Liquidating
22 Trustee when otherwise due.

23 Successors and Assigns. The rights, benefits and obligations of any Person or Entity named
24 or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors,
25 administrators, successors and/or assigns of such Person or Entities.

26 Cramdown. To the extent any Impaired Class of Claims or Interests entitled to vote on the
27 Plan votes to reject the Plan, the Proponents reserve the right to request confirmation of the Plan
28 under section 1129(b) of the Bankruptcy Code with respect to such Class(es).

1 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the rights and
2 obligations arising under this Plan shall be governed by and construed and enforced in accordance
3 with the laws of the State of California.

4 Notices. Any notice required or permitted to be provided under the Plan shall be in writing
5 and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery or
6 (c) reputable overnight courier service, freight prepaid, to be addressed as follows:

7 If to the Liquidating Trustee:

8 Kerry Krisher
9 GlassRatner
10 5020 Campus Drive
11 Newport Beach, CA 92660
12 Phone: (949) 296-7588
13 Fax: (949) 296-7589

14 with a copy to:

15 John D. Fiero, Esq.
16 Pachulski Stang Ziehl & Jones LLP
17 150 California Street, Suite 1500
18 San Francisco, CA 94111
19 Phone: (415) 263 7000
20 Fax: (415) 263 7010

21 Section 1145 Exemption. Pursuant to Bankruptcy Code section 1145, any State or local
22 requiring registration for offer or sale of a security do not apply to the offer or sale under the Plan.

23 Section 1146 Exemption. Pursuant to Bankruptcy Code section 1146 the issuance, transfer,
24 or exchange of a security, or the making or delivery of an instrument of transfer under the Plan may
25 not be taxed under any law imposing a stamp tax or similar tax or any tax held to be a stamp tax or
26 other similar tax by applicable law.

27 Severability. If any term or provision of the Plan is held by the Bankruptcy Court prior to or
28 at the time of Confirmation to be invalid, void or unenforceable, the Bankruptcy Court shall have the
power to alter and interpret such term or provision to make it valid or enforceable to the maximum
extent practicable, consistent with the original purpose of the term or provision held to be invalid,
void or unenforceable, and such term or provision shall then be applicable as so altered or
interpreted. In the event of any such holding, alteration, or interpretation, the remainder of the terms
and provisions of the Plan may, at the Debtor's option remain in full force and effect and not be

1 deemed affected. However, the Debtor reserves the right not to proceed to Confirmation or
2 consummation of the Plan if any such ruling occurs. The Confirmation Order shall constitute a
3 judicial determination and shall provide that each term and provision of the Plan, as it may have
4 been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its
5 terms.

6 Quarterly Reports to the Office of the United States Trustee. The Liquidating Trustee shall
7 file (and serve upon the United States Trustee and any party requesting special notice after the
8 Effective Date) quarterly operating reports in the format prescribed by the United States Trustee.

9 **VIII. CERTAIN RISK FACTORS TO BE CONSIDERED**

10 HOLDERS OF IMPAIRED CLAIMS AND INTERESTS AGAINST AND IN THE
11 DEBTOR SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH
12 BELOW AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE
13 STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HERewith AND/OR
14 INCORPORATED BY REFERENCE), PRIOR TO VOTING TO ACCEPT OR REJECT THE
15 PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS
16 CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND
17 ITS IMPLEMENTATION.

18 The Disclosure Statement and the material incorporated by reference herein (the
19 "Incorporated Materials") include "forward-looking statements" as defined in Section 27A of the
20 Securities Act and Section 21E of the Securities Exchange Act of 1934. All statements other than
21 statements of historical facts included in this Disclosure Statement and the Incorporated Materials
22 regarding the Debtor's financial position, and plans and objectives, including, but not limited to,
23 statements using words such as "anticipates," "expects," "estimates," "believes," and "likely" are
24 forward-looking statements.

25 **A. Taxation**

26 See Discussion below under Section X. CERTAIN FEDERAL INCOME TAX
27 CONSEQUENCES OF THE PLAN.
28

1 **B. Distributions to Holders of Claims**

2 The Plan is based on making Distributions as provided under the priority scheme set forth in
3 the Bankruptcy Code. To this end, the Plan contemplates that all Allowed Administrative Claims,
4 Priority Tax Claims, Other Priority Claims and Secured Claims will be paid or satisfied in full prior
5 to the making of Distributions to holders of Allowed Claims in Class 10.

6 The amount of Cash available for distribution to holders of Allowed Claims will depend
7 upon a number of factors. The Debtor is unable at this time to estimate with any certainty the
8 ultimate resolution of such factors, and thus, the amount of available cash that ultimately will be
9 available for Distribution to holders of Allowed Claims.

10 In addition, the payment of a Distribution to each holder of an Allowed Claim will depend
11 upon the Claims reconciliation and resolution process implemented by the Liquidating Trustee.

12 **C. Objections to Classification**

13 Section 1122 of the Bankruptcy Code provides that a plan may place a claim or equity
14 interest in a particular class only if such claim or equity interest is substantially similar to the other
15 claims or equity interests of such class. The Debtor believes that the classification of Claims and
16 Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However,
17 there can be no assurance that the Bankruptcy Court will reach the same conclusion.

18 **D. Inherent Uncertainty of Certain Events**

19 Although the Debtor believes that the Plan will satisfy all requirements necessary for
20 confirmation by the Bankruptcy Court and is feasible, there is an inherent uncertainty with respect to
21 the following, the outcomes of which actions could have an impact on the distributions under the
22 Plan.

23 To the extent that the Bankruptcy Court determines that there are any Allowed Secured
24 Claims other than the claim of PaymentOne transferred to the Debtor, that determination will have a
25 negative, likely material, impact on any recovery received by Class 15 Claims. In contrast, a
26 determination that the PaymentOne Claim transferred to the Debtor is in a senior secured position
27 will benefit the recovery of the Class 15 Claimants, as it will likely prevent other holders of Secured
28 Claims from receiving payment for anything other than their Class 15 Claims.

1 **E. Certain Bankruptcy Law Considerations**

2 1. **Risk of Non-Confirmation of the Plan**

3 Although the Debtor believes that the Plan will satisfy all requirements necessary for
4 confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will
5 reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will
6 not be required for confirmation or that such modifications would not necessitate the resolicitation of
7 votes.

8 2. **Risk of Non-Occurrence of the Effective Date**

9 Even if all Classes of Claims and Interests that are entitled to vote accept the Plan, the Plan
10 may not become effective. The Plan sets forth conditions to the occurrence of the Effective Date
11 that could remain unsatisfied.

12 **IX. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

13 If the Plan is not confirmed and consummated, the alternatives to the Plan include (i)
14 liquidation of the Debtor under chapter 7 of the Bankruptcy Code and (ii) an alternative plan of
15 reorganization.

16 **A. Liquidation Under Chapter 7**

17 If no plan is confirmed, the Debtor's Chapter 11 Case may be converted to a case under
18 chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to
19 liquidate the Debtor's assets for distribution in accordance with the priorities established by chapter 7
20 of the Bankruptcy Code. Plan Proponents assert that the establishment of a Liquidating Trust with
21 Kerry Krisher of GlassRatner as the Liquidating Trustee will be for the benefit of creditors and will
22 result in a return greater than a Chapter 7 case. Ms. Krisher knows both the assets of this Debtor and
23 the claims of the creditors. She has worked as the financial advisor for the Committee since the
24 beginning of the bankruptcy case. It is far preferable to have her appointed than a new trustee who
25 knows nothing about the case. Also, the procedures under a plan are more expedited than those
26 under Chapter 7 where distributions can take much longer than distributions under a Plan. The Plan
27 Proponents therefore believe that recovery under the Plan is greater than parties would receive in a
28 Chapter 7 because (i) additional administrative expenses would be involved in the appointment and

1 activities of a trustee, and (ii) additional expenses and claims, some of which would be entitled to
2 priority, would be generated during the liquidation.

3 The Billing Resource, LLC and POL believe that liquidation through Ms. Krisher may be
4 significantly more expensive than if the matter were liquidated by Court appointed trustee subject to
5 the statutory cap on payment, and that Ms. Krisher should be subject to the same cap.

6 **B. Alternative Plan of Reorganization**

7 If the Plan is not confirmed, the Bankruptcy Court could confirm a different plan. The
8 Debtor believes that the Plan, as described herein, enables creditors to realize the highest and best
9 value under the circumstances. The Debtor believes that any liquidation of the Debtor's assets or
10 alternative form of chapter 11 plan is a much less attractive alternative to creditors than the Plan
11 because of the far greater returns and certainty provided by the Plan. Other alternatives could
12 involve diminished recoveries, significant delay, uncertainty, and substantial additional
13 administrative costs.

14 **X. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

15 **A. Federal Income Tax Consequences In General**

16 The following summary addresses certain material federal income tax consequences of the
17 implementation of the Plan to holders of Allowed Claims in Classes 1-15. The summary is based
18 upon the Debtor's interpretation of the Internal Revenue Code of 1986, as amended (the "Tax
19 Code"), applicable Treasury Regulations, judicial authority and current administrative rulings and
20 pronouncements of the Internal Revenue Service ("IRS"), all of which are subject to change,
21 possibly with retroactive effect.

22 Due to the complexity of certain aspects of the Plan and differences in the nature of the
23 Claims and Interests of the various holders thereof, their taxpayer status, residence and methods of
24 accounting and prior actions taken by such holders with respect to their Claims and Interests, the tax
25 consequences described below are general in nature and are subject to significant considerations
26 applicable to each holder of an Allowed Claim, or an Allowed Interest.

27 The federal income tax consequences of the Plan and the formation and operation of the
28 Liquidating Trust are complex and subject to significant uncertainties. The Plan Proponents'

1 interpretation of the federal income tax consequences set forth herein is not binding on the IRS, and
2 the Debtor has not requested, and do not intend to request, an administrative ruling from the IRS
3 with respect to any of the federal income tax aspects of the Plan. Consequently, there can be no
4 assurance that the treatment described in this Disclosure Statement will be accepted by the IRS. No
5 opinion of counsel has either been sought or obtained with respect to the federal, state, local or
6 foreign tax aspects of the Plan. Legislative, judicial or administrative changes or interpretations may
7 be forthcoming that could alter or modify the statements and conclusions set forth herein.
8 Additionally, changes in the facts or circumstances relating to the consummation or operation of the
9 Plan or the formation or operation of the Liquidating Trust could likewise affect the tax
10 consequences to such parties.

11 This summary does not address foreign, state or local tax consequences of the Plan or the
12 Liquidating Trust, nor does it purport to address all of the federal income tax consequences of the
13 Plan or the Liquidating Trust. This summary also does not purport to address the federal income tax
14 consequences of the Plan or the Liquidating Trust to taxpayers subject to special treatment under the
15 federal income tax laws, such as banks, governmental authorities or agencies, pass-through entities,
16 broker-dealers, tax-exempt entities, financial institutions, insurance companies, S corporations, small
17 business investment companies, mutual funds, regulated investment companies, foreign
18 corporations, and foreign persons.

19 ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN MATERIAL
20 FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY
21 AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON
22 THE INDIVIDUAL CIRCUMSTANCES OF A HOLDER OF A CLAIM OR INTEREST. ANY
23 U.S. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (I) IS NOT
24 INTENDED TO BE USED, AND CANNOT BE USED, BY ANY PERSON FOR THE PURPOSE
25 OF AVOIDING U.S. FEDERAL TAX PENALTIES IMPOSED ON SUCH PERSON AND (II)
26 WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE
27 PLAN. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT ITS OWN
28

1 TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES
2 APPLICABLE TO IT UNDER THE PLAN.

3 **B. Federal Income Tax Consequences to the Debtor -- Cancellation of Indebtedness**

4 Under the Tax Code, a taxpayer generally must include in gross income the amount of any
5 cancellation of indebtedness income ("COD income") realized during the taxable year. Section 108
6 of the Tax Code provides an exception to this general rule; however, if the cancellation occurs in a
7 case under the Bankruptcy Code, but only if the taxpayer is under the jurisdiction of the Bankruptcy
8 Court and the cancellation is granted by the Bankruptcy Court or is pursuant to a plan approved by
9 the Bankruptcy Court.

10 Section 108 of the Tax Code requires the amount of COD income so excluded from gross
11 income to be applied to reduce certain tax attributes of the taxpayer. The tax attributes that may be
12 subject to reduction include the taxpayer's net operating losses and net operating loss carryovers
13 (collectively, "NOLs"), certain tax credits and most tax credit carryovers, capital losses and capital
14 loss carryovers, tax bases in assets, and foreign tax credit carryovers. Attribute reduction is
15 calculated only after the tax for the year of discharge has been determined. Section 108 of the Tax
16 Code further provides that a taxpayer does not realize COD income from cancellation of
17 indebtedness to the extent that payment of such indebtedness would have given rise to a deduction.

18 **C. Federal Income Tax Consequences to Holders of Allowed Claims in Classes 1-15**

19 The tax consequences of the implementation of the Plan to a holder of an Allowed Claim in
20 Classes 1-15 will depend, in part, on the origin of such holder's Claim, whether the holder reports
21 income on the accrual or cash basis, whether the holder receives consideration in more than one tax
22 year of the holder, whether the holder has taken a bad debt deduction with respect to all or a portion
23 of its Claim, and whether the holder is a resident of the United States. The tax consequences of the
24 receipt of cash or property that is allocable to interest are discussed below in the section entitled
25 "Receipt of Interest."

26 **1. Receipt of Cash and Property by Holders of Allowed Claims in Classes 1-15**

27 Generally, a holder of an Allowed Claim in Classes 1-15 will recognize gain or loss equal to
28 the difference, if any, between the "amount realized" by such holder and such holder's adjusted tax

1 basis in the Allowed Claim. In general, the "amount realized" is equal to the sum of the Cash, the
2 "issue price" of any debt instruments, and the fair market value of any other consideration received
3 under the Plan in respect of the holder's Allowed Claim.

4 **HOLDERS OF ALLOWED CLAIMS SHOULD CONSULT THEIR OWN TAX**
5 **ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS, FOR FEDERAL**
6 **INCOME TAX PURPOSES, ON THE SATISFACTION OF THEIR ALLOWED CLAIMS.**

7 2. Receipt of Interest

8 Pursuant to the Plan, consideration received in respect of Allowed Claims will be allocated
9 first to the principal amount of such Allowed Claims, with any excess allocated to accrued but
10 unpaid interest. However, there is no assurance that the IRS will respect such allocation for federal
11 income tax purposes. Holders of Allowed Claims not previously required to include in their taxable
12 income any accrued but unpaid interest on such Allowed Claims may be treated as receiving taxable
13 interest, to the extent of any consideration they receive under the Plan that is allocable to such
14 accrued but unpaid interest. Holders previously required to include in their taxable income any
15 accrued but unpaid interest on an Allowed Claim may be entitled to recognize a deductible loss, to
16 the extent that such accrued but unpaid interest is not satisfied under the Plan.

17 **HOLDERS OF ALLOWED CLAIMS SHOULD CONSULT THEIR OWN TAX**
18 **ADVISORS CONCERNING THE ALLOCATION BETWEEN PRINCIPAL AND**
19 **INTEREST OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR**
20 **ALLOWED CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED**
21 **BUT UNPAID INTEREST.**

22 3. Character of Gain or Loss

23 The character of any gain or loss as capital or ordinary and, in the case of capital gain or loss,
24 as short-term or long-term, will depend on a number of factors, including: (i) the nature and origin of
25 the Claim (e.g., Claims arising in the ordinary course of a trade or business or made for investment
26 purposes may attract differing treatment); (ii) the tax status of the holder of the Claim; (iii) whether
27 the Claim is a capital asset in the hands of the holder; (iv) whether the Claim has been held by the
28 holder for more than one year; (v) the extent to which the holder previously claimed a loss or a bad

1 debt deduction with respect to the Claim; and (vi) the extent to which the holder acquired the Claim
2 at a market discount.

3 **HOLDERS OF ALLOWED CLAIMS SHOULD CONSULT THEIR OWN TAX**
4 **ADVISORS CONCERNING THE AMOUNT AND CHARACTER OF GAIN OR LOSS, IF**
5 **ANY, TO BE RECOGNIZED BY THEM UNDER THE PLAN.**

6 4. Withholding

7 All distributions to holders of Allowed Claims under the Plan are subject to any applicable
8 withholding, including employment tax withholding.

9 **D. Federal Income Tax Consequences to Holders of Allowed Interests**

10 The transactions contemplated by the Plan may cause some holders of Interests in the Debtor
11 to recognize income, including cancellation of indebtedness income, with no corresponding cash
12 distribution.

13 **HOLDERS OF ALLOWED INTERESTS SHOULD CONSULT THEIR OWN TAX**
14 **ADVISORS CONCERNING THE TAX TREATMENT RELATED TO THEIR INTERESTS**
15 **UNDER THE PLAN.**

16 **E. Importance of Obtaining Professional Tax Assistance**

17 **THE FOREGOING IS INTENDED AS A SUMMARY ONLY, AND IS NOT A**
18 **SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE**
19 **FEDERAL, FOREIGN, STATE AND LOCAL INCOME AND OTHER TAX**
20 **CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN.**
21 **SUCH CONSEQUENCES MAY ALSO VARY BASED ON THE PARTICULAR**
22 **CIRCUMSTANCES OF EACH HOLDER OF AN ALLOWED CLAIM OR MEMBERSHIP**
23 **INTEREST. ACCORDINGLY, EACH HOLDER OF AN ALLOWED CLAIM OR**
24 **MEMBERSHIP INTEREST IS STRONGLY URGED TO CONSULT WITH HIS, HER OR**
25 **ITS OWN TAX ADVISOR CONCERNING THE FEDERAL, FOREIGN, STATE AND**
26 **LOCAL INCOME AND OTHER TAX CONSEQUENCES UNDER THE PLAN.**

27 **IN ACCORDANCE WITH REQUIREMENTS IMPOSED BY THE INTERNAL**
28 **REVENUE SERVICE IN CIRCULAR 230, UNLESS EXPRESSLY STATED OTHERWISE**

1 IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS), ANY
2 FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION IS NOT INTENDED
3 OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (A)
4 AVOIDING PENALTIES UNDER THE TAX CODE OR (B) PROMOTING, MARKETING,
5 OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR OTHER
6 MATTER ADDRESSED HEREIN.

7 **XI. CONCLUSION**

8 The Debtor believes the Plan is in the best interests of all creditors and urge those entitled to
9 vote to accept the Plan.

10 Dated: July 22, 2009.

OLD T.B.R., INCORPORATED

11 By

12 PAUL WEBER
Chief Restructuring Officer

13 Dated: July 22, 2009.

Presented by:

14 SHEPPARD, MULLIN, RICHTER & HAMPTON
15 LLP.

16 By

17 MICHAEL H. AHRENS
Attorneys for The Billing Resource, dba
Integretel

18 Dated: July 22, 2009.

Presented By:

19 PACHULSKI STANG ZIEHL & JONES LLP

20 By

21 John D. Fiero
22 Attorneys for The Official Committee of
23 Unsecured Creditors

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

The Plan

1 John D. Fiero (CA Bar No. 136557)
Maxim B. Litvak (CA Bar No. 215852)
2 PACHULSKI STANG ZIEHL & JONES LLP
150 California Street, 15th Floor
3 San Francisco, California 94111-4500
Telephone: 415/263-7000
4 Facsimile: 415/263-7010

5 Attorneys for The Official Committee of Unsecured Creditors

6 Michael H. Ahrens (CA Bar No. 44766)
Steven B. Sacks (CA Bar No. 98875)
7 Ori Katz (CA Bar No. 209561)
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
8 A Limited Liability Partnership
Including Professional Corporations
9 Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4106
10 Telephone: 415.434.9100
Facsimile: 415.434.3947

11 Attorneys for Debtor and Debtor-in-Possession
12 Old T.B.R., Incorporated, f/k/a The Billing Resource, dba IntegreTel

13 **UNITED STATES BANKRUPTCY COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SAN JOSE DIVISION**

16 In re

17 OLD T.B.R., INCORPORATED, f/k/a THE
BILLING RESOURCE, dba INTEGRETAL,

18 Debtor

Case No.: 07-52890 ASW

Chapter 11

**SECOND AMENDED JOINT
CHAPTER 11 PLAN OF
REORGANIZATION**

Date: September 1, 2009

Time: 10:00 A.M.

Place: United States Bankruptcy Court
280 South First Street
San Jose, CA

Judge: Hon. Arthur S. Weissbrodt

Ctrm: 3020

Table of Contents

		Page
1		
2		
3	Article I - DEFINITIONS.....	1
4	1.1 Scope of Definitions.....	1
	1.2 "Accrued".....	1
5	1.3 "Administrative Claim".....	1
	1.4 "Administrative Claim Bar Date".....	1
6	1.5 "Allowed Claim" or "Allowed [] Claim".....	2
	1.6 "Avoidance Actions".....	2
7	1.7 "Ballot".....	2
	1.8 "Bankruptcy Code".....	2
8	1.9 "Bankruptcy Court".....	3
	1.10 "Bankruptcy Rules".....	3
9	1.11 "Bar Date".....	3
	1.12 "Business Day".....	3
10	1.13 "Cash".....	3
	1.14 "Chapter 11 Case".....	3
11	1.15 "CIT".....	3
	1.16 "Claim".....	3
12	1.17 "Class".....	3
	1.18 "Committee".....	3
13	1.19 "Confirmation".....	3
	1.20 "Confirmation Date".....	3
14	1.21 "Confirmation Hearing".....	4
	1.22 "Confirmation Order".....	4
15	1.23 "Creditor".....	4
	1.24 "Debtor".....	4
16	1.25 "Debtor-in-Possession".....	4
	1.26 "Deficiency Claim".....	4
17	1.27 "Discharge Injunction".....	4
	1.28 "Disclosure Statement".....	4
18	1.29 "Disputed Claim" or "Disputed [] Claim".....	4
	1.30 "Effective Date".....	4
19	1.31 "Entity".....	4
	1.32 "Estate".....	4
20	1.33 "Estate Cash".....	5
	1.34 "Estate Proceeds Account".....	5
21	1.35 "Fee Claim".....	5
	1.36 "Fee Claim Bar Date".....	5
22	1.37 "File", "Filed", or "Filing".....	5
	1.38 "Final Order".....	5
23	1.39 "General Unsecured Claim".....	5
	1.40 "Impaired".....	5
24	1.41 "ICS Royalty".....	6
	1.42 "Interest".....	6
25	1.43 "IS 900".....	6
	1.44 "LEC Receipts".....	6
26	1.45 "Lien".....	6
	1.46 "Liquidating Trustee".....	6
27	1.47 "Liquidating Trust Agreement".....	6
	1.48 "Net Avoidance Actions Proceeds".....	6
28	1.49 "Network Telephone".....	6
	1.50 "Other Priority Claim".....	7

Table of Contents

	Page
1.51 "PaymentOne"	7
1.52 "P1 Equity"	7
1.53 "P1 Debt"	7
1.54 "P1 Pre-Petition Transfers"	7
1.55 "P1 Post-Petition Payments"	7
1.56 "PCS"	7
1.57 "Person"	7
1.58 "Petition Date"	7
1.59 "Plan"	7
1.60 "Plan Expenses"	7
1.61 "Plan Supplement"	8
1.62 "Priority Tax Claim"	8
1.63 "Proceeds"	8
1.64 "Professionals"	8
1.65 "Property"	8
1.66 "Pro Rata"	8
1.67 "Reserved Claims Pool"	8
1.68 "Reserved Claims Pool Account"	9
1.69 "Schedules"	9
1.70 "Secured Claim"	9
1.71 "Tax Refunds"	9
1.72 "Unimpaired"	9
Article II - METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS	9
2.1 General Rules of Classification	9
2.2 Administrative Claims, Priority Tax Claims and Fee Claims	10
2.3 Bar Date for Administrative Claims	10
2.4 Bar Date for Fee Claims	10
2.5 Bar Date for All Other Claims	10
CLASSIFICATION OF CLAIMS AND INTERESTS	11
2.6 Class 1 Claims shall consist of all Other Priority Claims	11
2.7 Class 2 Claims shall consist of the Secured Claim of PaymentOne	11
2.8 Class 3 Claims shall consist of the Secured Claim of PCS	11
2.9 Class 4 Claims shall consist of the Secured Claim of Personal Voice	11
2.10 Class 5 Claims shall consist of the Secured Claim of Network Telephone	11
2.11 Class 6 Claims shall consist of the Secured Claim of CIT	11
2.12 Class 7 Claims shall consist of the Secured Claim of Highline	11
2.13 Class 8 Claims shall consist of the Secured Claim of Iron Mountain Information, Inc.	11
2.14 Class 9 Claims shall consist of the Secured Claim of Omni d/b/a POL, Inc. ("POL")	11
2.15 Class 10 Claims shall consist of the Secured Claim of Southwestern Bell	11
2.16 Class 11 Claims shall consist of the Secured Claim of BellSouth Telecommunications, Inc.	11
2.17 Class 12 Claims shall consist of the Secured Claim of Verizon	11
2.18 Class 13 Claims shall consist of the Secured Claim of Mytelebill	11
2.19 Class 14 Claims shall consist of the Secured Claim of Bealls Communications. Group. ...	11
2.20 Class 15 Claims shall consist of General Unsecured Claims	11
2.21 Class 16 Claims shall consist of Preferred Stockholders	11
2.22 Class 17 Claims shall consist of Class A Common Stockholders	11
2.23 Class 18 Claims shall consist of Class B Common Stockholders	11

Table of Contents

		Page
1		
2		
3	Article III - TREATMENT OF ADMINISTRATIVE CLAIMS, FEES CLAIMS, PRIORITY TAX	
4	CLAIMS, AND UNIMPAIRED CLASSES.....	12
5	3.1 Administrative Claims.....	12
6	3.2 Priority Tax Claims.....	12
7	3.3 Fee Claims.....	12
8	3.4 Class 1 - Other Priority Claims.....	12
9	3.5 Class 2 - Secured Claim of PaymentOne.....	13
10	3.6 Class 3 - Secured Claim of PCS.....	13
11	3.7 Class 4 - Secured Claim of Personal Voice.....	13
12	3.8 Class 5 - Secured Claim of Network Telephone.....	14
13	3.9 Class 6 - Secured Claim of CIT.....	15
14	3.10 Class 7 - Secured Claim of Highline.....	15
15	3.11 Class 8 - Secured Claim of Iron Mountain Information, Inc.....	15
16	3.12 Class 9 - Secured Claim of POL.....	16
17	3.13 Class 10 - Secured Claim of Southwestern Bell.....	16
18	3.14 Class 11 - Secured Claim of BellSouth Telecommunications, Inc.....	16
19	3.15 Class 12 - Secured Claim of Verizon.....	17
20	3.16 Class 13 - Secured Claim of Mytelebill.....	17
21	3.17 Class 14 - Secured Claim of Bealls Communications Group.....	18
22	Article IV - TREATMENT OF IMPAIRED CLASSES.....	18
23	4.1 Class 15 - General Unsecured Claims.....	18
24	4.2 Class 16 - Preferred Stockholders.....	18
25	4.3 Class 17 - Class A Common Stockholders.....	18
26	4.4 Class 18 - Class B Common Stockholders.....	19
27	4.5 Reservation of Rights.....	19
28	Article V - MEANS FOR IMPLEMENTATION OF THE PLAN.....	19
29	5.1 Corporate Action.....	19
30	5.2 Rejection of Remaining Contracts.....	19
31	5.3 The Liquidating Trustee.....	19
32	5.4 Sources of Funds for Payment of Allowed Claims.....	20
33	5.5 Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority Tax	
34	Claims and Allowed Class 1 Claims.....	20
35	5.6 Payment of Any Allowed Secured Claims.....	21
36	5.7 Distributions.....	21
37	5.8 Liquidating Trustee's Responsibility Under Plan.....	21
38	5.9 Notice of Material Actions by the Liquidating Trustee.....	22
39	5.10 Vesting.....	22
40	Article VI - DISTRIBUTIONS UNDER THE PLAN.....	23
41	6.1 Distributions for Claims Allowed as of the Effective Date.....	23
42	6.2 Disputed Claims.....	23
43	6.3 Claims Objection Deadline.....	24
44	6.4 Settlement of Disputed Claims.....	24
45	6.5 Unclaimed Property.....	25
46	6.6 Release of Liens.....	25
47	6.7 Rights of Actions.....	25
48	6.8 Allocation of Plan Distributions Between Principal and Interest.....	26
49	6.9 Withholding Taxes.....	26
50	6.10 Fractional Cents.....	26

Table of Contents

	Page
6.11 Payments of Less than Ten Dollars	26
Article VII - UNEXPIRED LEASES AND EXECUTORY CONTRACTS.....	26
7.1 Treatment of All Agreements.....	26
7.2 Claims for Damages.....	27
Article VIII - EFFECT OF CONFIRMATION OF THE PLAN.....	27
Article IX - RETENTION OF JURISDICTION	30
9.1 Claims.....	30
9.2 Injunction, etc.	30
9.3 Professional Fees.....	30
9.4 Certain Priority Claims.....	30
9.5 Dispute Resolution.....	31
9.6 Executory Contracts and Unexpired Leases.....	31
9.7 Actions.....	31
9.8 General Matters.....	31
9.9 Plan Modification.....	31
9.10 Aid Consummation.....	31
9.11 Protect Property.....	31
9.12 Abandonment of Property.....	31
9.13 Implementation of Confirmation Order.....	32
9.14 Final Decree/Order.....	32
Article X - MISCELLANEOUS PROVISIONS	32
10.1 Pre-Confirmation Modification.....	32
10.2 Post-Confirmation Immaterial Modification.....	32
10.3 Post-Confirmation Material Modification.....	32
10.4 Withdrawal or Revocation of the Plan.....	32
10.5 Payment of Statutory Fees.....	32
10.6 Successors and Assigns.....	33
10.7 Cramdown.....	33
10.8 Governing Law.....	33
10.9 Notices.....	33
10.10 Saturday, Sunday or Legal Holiday.....	33
10.11 Section 1145 Exemption.....	34
10.12 Section 1146 Exemption.....	34
10.13 Severability.....	34
10.14 Headings.....	34
10.15 Quarterly Reports to the Office of the United States Trustee.....	34
Article XI - CONFIRMATION REQUEST	35

INTRODUCTION

Old T.B.R Incorporated, formerly known as The Billing Resource, dba Integretel, a California corporation, the above-captioned debtor and debtor in possession ("Old TBR" or the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") of the Debtor, hereby jointly propose this Chapter 11 Plan of Reorganization pursuant to section 1121 of the Bankruptcy Code. Reference is made to the Disclosure Statement for risk factors and a summary and analysis of the Plan and certain related matters. The Debtor and the Committee (together, the "Proponents") are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Proponents expressly reserve the right to alter, amend or modify this Plan, one or more times, before its substantial consummation.

ARTICLE I

DEFINITIONS

1.1 **Scope of Definitions.** As used in this Plan, the following terms shall have the respective meanings specified below. Whenever the context requires, such terms shall include the plural as well as the singular, the masculine gender shall include the feminine and the feminine gender shall include the masculine.

1.2 **"Accrued"** shall mean an expense incurred but not yet billed for and/or paid.

1.3 **"Administrative Claim"** shall mean a Claim under sections 503(b) and 1114(e)(2) of the Bankruptcy Code or determined to be an Allowed Administrative Claim by a Final Order that is entitled to priority under section 507(a)(1) or 507(b) of the Bankruptcy Code, for costs or expenses of administration of the Chapter 11 Case including, without limitation, any actual and necessary expenses of operating the business of the Debtor or preserving the estate incurred after the Petition Date, and any and all fees and expenses of Professionals Filed under section 330, 331 or 503 of the Bankruptcy Code.

1.4 **"Administrative Claim Bar Date"** shall have the meaning set forth in section 2.3 of the Plan.

1 1.5 **"Allowed Claim" or "Allowed [] Claim"** shall mean: (a) any Claim, proof of
2 which is/was Filed with the Bankruptcy Court on or before the date designated by the Bankruptcy
3 Court as the last date(s) for Filing proofs of claim with respect to such Claim, or which has been or
4 hereafter is scheduled by the Debtor as liquidated in amount and not disputed or contingent and
5 which, in either case, is a Claim as to which no objection to the allowance thereof has been Filed
6 within the applicable period of limitation (if any) for objection to Claims fixed by the Bankruptcy
7 Court, or as to which any objection has been determined by a Final Order of the Bankruptcy Court
8 (allowing such Claim in whole or in part); (b) a Claim that is allowed (i) in any contract, instrument,
9 or other agreement entered into in connection with the Plan, (ii) in a Final Order, or (iii) pursuant to
10 the terms of the Plan; (c) a request for payment of an Administrative Claim, which is made before
11 the Administrative Claims Bar Date, or otherwise has been deemed timely asserted under applicable
12 law, and is an Administrative Claim as to which no objection to allowance thereof has been Filed
13 within the applicable deadline pursuant to section 2.3 of the Plan; or (d) any Claim that pursuant to
14 Bankruptcy section 502(c) or otherwise is estimated for distribution purposes by the Bankruptcy
15 Court in an amount in excess of \$0.00 by a Final Order. Except as otherwise provided herein, in
16 accordance with section 502(d) of the Bankruptcy Code, a Claim held by any party that is subject to
17 an Avoidance Action shall not be an Allowed Claim until such time as a Final Order is entered by
18 the Bankruptcy Court on the Avoidance Action and any judgment entered against such Creditor is
19 satisfied.

20 1.6 **"Avoidance Actions"** shall mean any and all claims and causes of action of the
21 Debtor or the Estate arising under the Bankruptcy Code under sections 544, 545, 547, 548, 549 and
22 550 thereof, or similar state laws such as the California Fraudulent Conveyance Act.

23 1.7 **"Ballot"** shall mean the form or forms that will be distributed along with the
24 Disclosure Statement for voting on acceptance or rejection of the Plan.

25 1.8 **"Bankruptcy Code"** shall mean the Bankruptcy Reform Act of 1978, 11 U.S.C.
26 sections 101, et. seq., as in effect on the Petition Date, and is amended effective as of the Petition
27 Date.
28

1 1.9 **"Bankruptcy Court"** shall mean the United States Bankruptcy Court for the
2 Northern District of California, or such other court as may hereafter be granted jurisdiction over the
3 Chapter 11 Case.

4 1.10 **"Bankruptcy Rules"** shall mean the Federal Rules of Bankruptcy Procedure, and the
5 local rules of the Bankruptcy Court, as in effect on the Petition Date, and as amended effective as of
6 the Petition Date.

7 1.11 **"Bar Date"** shall mean January 15, 2008, which was the date set by the Bankruptcy
8 Court as the last day to file proofs of Claim for non-governmental entities or March 20, 2008 which
9 was the date set by the Bankruptcy Court as the last day to file proofs of Claims for governmental
10 entities, as applicable.

11 1.12 **"Business Day"** shall mean any day other than a Saturday, Sunday or legal holiday
12 as such term is defined in Bankruptcy Rule 9006.

13 1.13 **"Cash"** shall mean cash and cash equivalents, including, but not limited to, wire
14 transfers, checks and other readily marketable direct obligations of the United States of America and
15 certificates of deposit issued by banks that.

16 1.14 **"Chapter 11 Case"** shall mean the above-captioned chapter 11 case pending for the
17 Debtor.

18 1.15 **"CIT"** shall mean CIT Technology Financing Services, Inc.

19 1.16 **"Claim"** shall mean a claim against the Debtor, whether or not asserted, as defined in
20 section 101(5) of the Bankruptcy Code.

21 1.17 **"Class"** shall mean a category of holders of Claims or Interests, as classified
22 pursuant to Article II of the Plan.

23 1.18 **"Committee"** shall mean the Official Committee of Unsecured Creditors appointed
24 by the Office of the United States Trustee, as existing as of the Confirmation Date.

25 1.19 **"Confirmation"** shall mean the entry of the Confirmation Order on the docket of the
26 Bankruptcy Court.

27 1.20 **"Confirmation Date"** shall mean the date of entry of an order of the Bankruptcy
28 Court confirming the Plan in accordance with the provisions of the Bankruptcy Code.

1 1.21 **"Confirmation Hearing"** shall mean the hearing to confirm the Plan.

2 1.22 **"Confirmation Order"** shall mean the order of the Bankruptcy Court confirming the
3 Plan pursuant to section 1129 of the Bankruptcy Code.

4 1.23 **"Creditor"** shall mean any person or entity having a Claim against the Debtor,
5 including without limitation a Claim that arose on or before the Petition Date or a Claim against the
6 Estate of any kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code.

7 1.24 **"Debtor"** shall mean Old T.B.R. Incorporated, formerly known as The Billing
8 Resource, dba Integretel, a California corporation.

9 1.25 **"Debtor-in-Possession"** shall mean the Debtor in the capacity, and with the status
10 and rights, conferred by sections 1107 and 1108 of the Bankruptcy Code.

11 1.26 **"Deficiency Claim"** shall mean, with respect to a Claim that is a Secured Claim, the
12 amount by which the Allowed amount of such Claim exceeds the value of the property owned or
13 held by the Debtor that collateralizes such Claim.

14 1.27 **"Discharge Injunction"** shall mean that injunction granted under section 8.8 of this
15 Plan which is effective on the Effective Date of the Plan.

16 1.28 **"Disclosure Statement"** shall mean the disclosure statement respecting the Plan, as
17 approved by the Bankruptcy Court as containing adequate information in accordance with section
18 1125 of the Bankruptcy Code, all exhibits and annexes thereto and any amendments or modifications
19 thereof.

20 1.29 **"Disputed Claim" or "Disputed [] Claim"** shall mean any Claim, including any
21 Administrative Claim, which has not become an Allowed Claim pursuant to the Plan or a Final
22 Order.

23 1.30 **"Effective Date"** shall mean that date which is the Business Day designated as such
24 by the Proponents in their sole discretion, provided the Effective Date may only occur on or after
25 entry of a Final Order.

26 1.31 **"Entity"** shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

27 1.32 **"Estate"** shall mean estate of the Debtor.

28

1 1.33 **"Estate Cash"** shall mean cash and cash equivalents, including, but not limited to,
2 wire transfers, checks and other readily marketable direct obligations of the United States of
3 America and certificates of deposit issued by banks that are property of the Debtor's bankruptcy
4 estate.

5 1.34 **"Estate Proceeds Account"** shall mean the bank account established by the
6 Liquidating Trustee into which all Estate Cash shall be deposited.

7 1.35 **"Fee Claim"** shall mean a claim under section 328, 330(a), 503 or 1103 of the
8 Bankruptcy Code for the compensation of a Professional for services rendered or reimbursement of
9 expenses incurred in the Chapter 11 Case on or prior to the Effective Date (including expenses of the
10 members of the Committee).

11 1.36 **"Fee Claim Bar Date"** shall have the meaning set forth in section 2.4 of the Plan.

12 1.37 **"File", "Filed", or "Filing"** shall mean file, filed or filing with the United States
13 Bankruptcy Court for the Northern District of California, San Jose Division.

14 1.38 **"Final Order"** shall mean an order entered by the Bankruptcy Court or any other
15 court exercising jurisdiction over the subject matter and the parties, as to which either of the
16 following have occurred: (i) no appeal, certiorari proceeding or other review reconsideration or
17 rehearing has been requested or is still pending, and the time for filing a notice of appeal or petition
18 for certiorari or further review, reconsideration or rehearing has expired; or (ii) if an appeal has been
19 filed as to such order, no stay of the effectiveness of such order has been issued by a court of
20 competent jurisdiction.

21 1.39 **"General Unsecured Claim"** shall mean any unsecured, non-priority Claim,
22 including, without limitation, any Deficiency Claim, Indemnification Claim or claim that is asserted
23 by the Receiver or the FTC, that is not an Administrative Claim, Priority Tax Claim, Other Priority
24 Claim or a Fee Claim.

25 1.40 **"Impaired"** shall have the meaning ascribed to such term in section 1124 of the
26 Bankruptcy Code.

27
28

1 1.41 **"ICS Royalty"** shall mean that certain set of royalty payments due on account of the
2 Debtor's sale of its equity interest in Inmate Calling Solutions, LLC, a California limited liability
3 company during the Chapter 11 Case.

4 1.42 **"Interest"** shall mean, with respect to the Debtor, any equity security or any other
5 security or agreement granting rights to convert to, purchase, hold or own any equity security in
6 Debtor as defined in section 101(16) of the Bankruptcy Code.

7 1.43 **"IS 900"** shall mean Information Services 900 LLC, a California limited liability
8 company.

9 1.44 **"LEC Receipts"** means all post-petition accounts receivable (other than reserves)
10 accrued at or before the closing of the Debtor's sale of its operating assets during the Chapter 11
11 Case arising from the Debtor's agreements with Local Exchange Carriers, including but not limited
12 to LEC holdbacks arising from transactions entered into during the Chapter 11 Case.

13 1.45 **"Lien"** shall mean a valid and enforceable lien, mortgage, security interest, pledge,
14 charge, encumbrance, or other legally cognizable security device of any kind.

15 1.46 **"Liquidating Trustee"** shall mean Kerry Krisher of GlassRatner Advisory & Capital
16 Group LLC, or any substitute or replacement of the Liquidating Trustee, who shall have the rights,
17 powers, duties and obligations set forth in the Plan, the Liquidating Trust Agreement, and the
18 Confirmation Order.

19 1.47 **"Liquidating Trust Agreement"** shall mean that certain Old T.B.R. Incorporated
20 Liquidating Trust Agreement, effective as of the Effective Date, substantially in the form attached to
21 the Plan Supplement, as it may be modified from time to time.

22 1.48 **"Net Avoidance Actions Proceeds"** shall mean any and all proceeds received by the
23 Liquidating Trustee after the Effective Date from Avoidance Actions, less all legal fees, costs and
24 other related expenses incurred in pursuing the Avoidance Actions and obtaining proceeds from the
25 Avoidance Actions.

26 1.49 **"Network Telephone"** shall mean Network Telephone Services, Inc.
27
28

1 1.50 **"Other Priority Claim"** shall mean any Claim against the Debtor other than an
2 Administrative Claim, Fee Claim or Priority Tax Claim entitled to priority in payment under section
3 507(a) of the Bankruptcy Code.

4 1.51 **"PaymentOne"** shall mean PaymentOne Corporation, a Delaware corporation.

5 1.52 **"P1 Equity"** shall mean 97.7% of the equity interests in PaymentOne on a non-
6 diluted basis.

7 1.53 **"P1 Debt"** shall mean those certain loans and extensions of credit to the Debtor,
8 incurred prior to the Chapter 11 Case, for an alleged aggregate principal amount of approximately
9 \$12,800,000.

10 1.54 **"P1 Pre-Petition Transfers"** shall mean the cash payments and other transfers of
11 property rights to P1 made by the Debtor in the one year prior to the filing of the Chapter 11 Case.

12 1.55 **"P1 Post-Petition Payments"** shall mean approximately \$4.1 million in cash
13 payments to P1 on account of debt incurred by the Debtor prior to the filing of the Chapter 11 Case
14 as adequate protection under certain cash collateral stipulations and cash collateral orders, with a
15 reservation of rights.

16 1.56 **"PCS"** shall mean Public Communications Services, Inc.

17 1.57 **"Person"** shall have the meaning ascribed to such term in section 101(41) of the
18 Bankruptcy Code.

19 1.58 **"Petition Date"** shall mean September 16, 2007, the date upon which the Debtor
20 filed its petition under Chapter 11 of the Bankruptcy Code, commencing the Chapter 11 Case.

21 1.59 **"Plan"** shall mean this Joint Chapter 11 Plan of Reorganization, all exhibits hereto
22 and any amendments or modifications hereof, all as supplemented by the Plan Supplement.

23 1.60 **"Plan Expenses"** shall mean all actual and necessary costs and expenses incurred
24 after the Effective Date in connection with the administration of the Plan, including, but not limited
25 to, (i) costs, expenses and legal fees incurred related to filing and prosecuting objections to Claims
26 incurred by the Liquidating Trustee, (ii) the costs, expenses and legal fees incurred to litigate,
27 estimate and settle the Avoidance Actions, including, but not limited to, attorneys' fees, accounting
28 fees, expert witness fees, and all costs relating to obtaining and distributing such recoveries, incurred

1 by the Liquidating Trustee, and (iii) all fees payable pursuant to section 1930 of Title 28 of the
2 United States Code.

3 1.61 **"Plan Supplement"** shall mean the supplemental appendix filed with the Bankruptcy
4 Court at least ten (10) days prior to the Confirmation Hearing that may contain, among other things,
5 the general form of the following documents: the Liquidating Trust Agreement.

6 1.62 **"Priority Tax Claim"** shall mean any Claim for taxes against the Debtor entitled to
7 priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

8 1.63 **"Proceeds"** shall mean the Cash received from the sale, transfer, or collection of
9 Property or the conversion of such Property to Cash in some other manner, whether received before
10 or after the Effective Date.

11 1.64 **"Professionals"** shall mean those Persons (i) employed pursuant to an order of the
12 Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code and to be
13 compensated for services rendered to the Debtor or the Committee prior to the Effective Date,
14 pursuant to sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) for which
15 compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section
16 503(b)(4) of the Bankruptcy Code.

17 1.65 **"Property"** means all property of the Debtor's Estate of any nature whatsoever, real
18 or personal, tangible or intangible, previously or now owned by the Debtor, or acquired by the
19 Debtor's Estate, as defined in section 541 of the Bankruptcy Code.

20 1.66 **"Pro Rata"** means, as of any distribution date, with respect to any Allowed Claim in
21 any Class, the proportion that such Allowed Claim bears to the aggregate amount of all Allowed
22 Claims and Disputed Claims, without duplication, in such Class.

23 1.67 **"Reserved Claims Pool"** shall mean an amount which shall be funded on or after the
24 Effective Date pursuant to Section 5.10 of this Plan for the purpose of holding as reserves the
25 amount of Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not
26 been finally resolved on the Effective Date.

1 extent a Claim qualifies for inclusion in a more specifically defined Class and a more generally-
2 defined Class, it shall be included in the more specifically defined Class.

3 2.2 Administrative Claims, Priority Tax Claims and Fee Claims. Administrative Claims,
4 Priority Tax Claims and Fee Claims have not been classified and are excluded from the Classes set
5 forth below in accordance with section 1123(a)(1) of the Bankruptcy Code.

6 2.3 Bar Date for Administrative Claims. Unless otherwise ordered by the Bankruptcy
7 Court, requests for payment of Administrative Claims (except for Fee Claims) must be Filed and
8 served on the Liquidating Trustee, and her counsel, no later than twenty (20) days after the Effective
9 Date (the "Administrative Claim Bar Date"). Any Entity that is required to File and serve upon the
10 Liquidating Trustee (and her counsel) a request for payment of an Administrative Claim and fails to
11 timely File and serve such request, shall be forever barred, estopped and enjoined from asserting
12 such Claim or participating in distributions under the Plan on account thereof. Objections to
13 requests for payment of Administrative Claims (except for Fee Claims) must be Filed and served on
14 the Liquidating Trustee and her counsel, and the party requesting payment of an Administrative
15 Claim within thirty (30) days after the Filing of such request for payment. Nothing herein shall
16 preclude the Liquidating Trustee from paying any Administrative Claims in the normal course of
17 business.

18 2.4 Bar Date for Fee Claims. Unless otherwise ordered by the Bankruptcy Court,
19 requests for payment of Fee Claims incurred through the Effective Date, must be Filed and served on
20 the Liquidating Trustee, and her counsel no later than thirty (30) days after the Effective Date (the
21 "Fee Claim Bar Date"). Any Professional that is required to File and serve a request for payment of
22 a Fee Claim and fails to timely File and serve such request, shall be forever barred, estopped and
23 enjoined from asserting such Fee Claim or participating in distributions under the Plan on account
24 thereof. Objections to Fee Claims must be filed and served on the Liquidating Trustee, and her
25 counsel, and the requesting party within twenty (20) days after the Filing of the applicable request
26 for payment of the Fee Claim.

27 2.5 Bar Date for All Other Claims. The Bar Date was and remains the last date for Filing
28 any Claim other than: (i) an Administrative Claim; (ii) a Fee Claim; (iii) a claim pursuant to

1 Bankruptcy Rule 3002(c)(3); or (iv) a claim pursuant to Bankruptcy Rule 3002(c)(4). Except for
2 those specific types of claims listed as items (i) – (iv) of the immediately preceding sentence, any
3 Entity that fails to File a proof of Claim by no later than the Bar Date shall be forever barred,
4 estopped and enjoined from asserting such Claim or participating in distributions under the Plan on
5 account thereof.

6 CLASSIFICATION OF CLAIMS AND INTERESTS

7 The following is the designation of the Classes of Claims and Interests under the Plan:

8 2.6 Class 1 Claims shall consist of all Other Priority Claims.

9 2.7 Class 2 Claims shall consist of the Secured Claim of PaymentOne.

10 2.8 Class 3 Claims shall consist of the Secured Claim of PCS.

11 2.9 Class 4 Claims shall consist of the Secured Claim of Personal Voice.

12 2.10 Class 5 Claims shall consist of the Secured Claim of Network Telephone.

13 2.11 Class 6 Claims shall consist of the Secured Claim of CIT.

14 2.12 Class 7 Claims shall consist of the Secured Claim of Highline.

15 2.13 Class 8 Claims shall consist of the Secured Claim of Iron Mountain Information, Inc.

16 2.14 Class 9 Claims shall consist of the Secured Claim of Omni d/b/a POL, Inc. ("POL").

17 2.15 Class 10 Claims shall consist of the Secured Claim of Southwestern Bell.

18 2.16 Class 11 Claims shall consist of the Secured Claim of BellSouth
19 Telecommunications, Inc.

20 2.17 Class 12 Claims shall consist of the Secured Claim of Verizon.

21 2.18 Class 13 Claims shall consist of the Secured Claim of Mytelebill.

22 2.19 Class 14 Claims shall consist of the Secured Claim of Bealls Communications.
23 Group.

24 2.20 Class 15 Claims shall consist of General Unsecured Claims.

25 2.21 Class 16 Claims shall consist of Preferred Stockholders.

26 2.22 Class 17 Claims shall consist of Class A Common Stockholders.

27 2.23 Class 18 Claims shall consist of Class B Common Stockholders.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE III

TREATMENT OF ADMINISTRATIVE CLAIMS,

FEES CLAIMS, PRIORITY TAX CLAIMS, AND UNIMPAIRED CLASSES

3.1 Administrative Claims. Each holder of an Allowed Administrative Claim shall be paid in respect of such Allowed Claim (a) the full amount thereof in Cash, as soon as practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an Allowed Claim, or upon such other terms as may be agreed upon by the holder of such Allowed Claim, or (b) such lesser amount as the holder of such Allowed Administrative Claim and the Committee and the Debtor prior to the Effective Date (or the Liquidating Trustee following the Effective Date) might otherwise agree. No filed Administrative Claim shall be deemed an Allowed Claim until the 30-day objection period set forth in Section 2.3 has passed without any objection having been filed.

3.2 Priority Tax Claims. Except as provided herein, each holder of an Allowed Priority Tax Claim shall be paid in respect of such Allowed Claim in the discretion of the Liquidating Trustee either (a) the full amount thereof, without post-petition interest or penalty, in Cash, as soon as practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an Allowed Claim or upon such other terms as may be agreed upon by the holder of such Allowed Claim, or (b) in nine equal installments with interest commencing on December 15, 2009 and continuing on April 15, August 15, and December 15 of 2010 and of each succeeding year until a final payment no later than August 15, 2012 or upon such other terms as may be agreed upon by the holder of such Allowed Claim, or (c) such lesser amount as the holder of such Allowed Priority Tax Claim and the Debtor prior to the Effective Date and the Liquidating Trustee following the Effective Date might otherwise agree.

3.3 Fee Claims. Each holder of an Allowed Fee Claim shall receive 100% of the unpaid amount of such Allowed Fee Claim in Cash on the Effective Date or as soon as practicable after such Fee Claim becomes an Allowed Claim. The allowance of Fee Claims shall be subject to approval by the Bankruptcy Court.

3.4 Class 1 – Other Priority Claims. Each holder of an Allowed Other Priority Claim shall be paid in respect of such Allowed Claim (a) the full amount thereof in Cash, as soon as

1 practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an
2 Allowed Claim, or upon such other terms as may be agreed upon by the holder of such Allowed
3 Claim, or (b) such lesser amount as the holder of such Allowed Other Priority Claim and the Debtor
4 prior to the Effective Date and the Liquidating Trustee following the Effective Date might otherwise
5 agree. The holder of a Claim in this Class is not impaired and, therefore, not entitled to vote.

6 3.5 Class 2 – Secured Claim of PaymentOne. PaymentOne's prepetition Secured Claim
7 has been assigned to the Debtor's estate and is now property of the estate pursuant to Bankruptcy
8 Code sections 541(a)(3) and/or 541(a)(7). To the extent that the Claim of PaymentOne is a Secured
9 Claim, the bankruptcy estate shall be entitled to PaymentOne's rights as a secured claimant and a
10 foreclosure of such lien position shall be deemed to have occurred on the day prior to the Effective
11 Date. The holder of the PaymentOne claim is not impaired and, therefore, not entitled to vote. As a
12 consequence of the foreclosure sale described above, any secured creditor whose claim is junior in
13 priority to such claim will be rendered unsecured under Bankruptcy Code section 506(a).

14 3.6 Class 3 – Secured Claim of PCS. PCS's prepetition Secured Claim shall be treated as
15 a contingent Secured Claim in an unliquidated amount. To the extent not already paid in full prior to
16 the Effective Date, on the Effective Date or as soon thereafter as practicable, the PCS Claim shall
17 remain secured by a replacement lien in the same assets or proceeds thereof, if any, in which PCS
18 had an interest prepetition. Either the Debtor or the Committee is likely to object to this claim. To
19 the extent that the Claim of PCS is a Secured Claim, PCS shall be entitled to its rights as a secured
20 claimant. PCS is not impaired and, therefore, not entitled to vote. To the extent that PCS is not
21 entitled to a Secured Claim any Deficiency Claim of PCS shall be a Claim in Class 15 and,
22 notwithstanding the immediately prior sentence, PCS shall be entitled to vote such Deficiency Claim
23 as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
24 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
25 (which is believed to be junior in priority to such claim) will be rendered unsecured under
26 Bankruptcy Code section 506(a).

27 3.7 Class 4 – Secured Claim of Personal Voice. Personal Voice's prepetition Secured
28 Claim shall be treated as a contingent Secured Claim in an unliquidated amount. To the extent not

1 already paid in full prior to the Effective Date, on the Effective Date or as soon thereafter as
2 practicable, the Personal Voice Claim shall remain secured by a replacement lien in the same assets
3 or proceeds thereof, if any, in which Personal Voice had an interest prepetition. This claim is the
4 subject of a pending summary judgment motion in a pending adversary proceeding challenging its
5 allegedly secured status. To the extent that the Claim of Personal Voice is a Secured Claim,
6 Personal Voice shall be entitled to its rights as a secured claimant. Personal Voice is not impaired
7 and, therefore, not entitled to vote. To the extent that Personal Voice is not entitled to a Secured
8 Claim any Deficiency Claim of Personal Voice shall be a Claim in Class 15 and, notwithstanding the
9 immediately prior sentence, Personal Voice shall be entitled to vote such Deficiency Claim as a
10 Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
11 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
12 (which is believed to be junior in priority to such claim) will be rendered unsecured under
13 Bankruptcy Code section 506(a).

14 3.8 Class 5 – Secured Claim of Network Telephone. Network Telephone's prepetition
15 Secured Claim shall be treated as a contingent Secured Claim in an unliquidated amount. To the
16 extent not already paid in full prior to the Effective Date, on the Effective Date or as soon thereafter
17 as practicable, the Network Telephone Claim shall remain secured by a replacement lien in the same
18 assets or proceeds thereof, if any, in which Network Telephone had an interest prepetition. Either
19 the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of
20 Network Telephone is a Secured Claim, Network Telephone shall be entitled to its rights as a
21 secured claimant. Network Telephone is not impaired and, therefore, not entitled to vote. To the
22 extent that Network Telephone is not entitled to a Secured Claim any Deficiency Claim of Network
23 Telephone shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence,
24 Network Telephone shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan
25 Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim
26 position assigned by PaymentOne described above, this claim (which is believed to be junior in
27 priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

28

1 3.9 Class 6 – Secured Claim of CIT. CIT's prepetition Secured Claim shall be treated as
2 a Secured Claim in an unliquidated amount. To the extent not already paid in full prior to the
3 Effective Date, on the Effective Date or as soon thereafter as practicable, the CIT Claim shall remain
4 secured by a replacement lien in the same assets or proceeds thereof, if any, in which CIT had an
5 interest prepetition. CIT shall be entitled to its rights as a secured claimant. Either the Debtor or the
6 Committee is likely to object to this claim. CIT is not impaired and, therefore, not entitled to vote.
7 The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the
8 secured claim position assigned by PaymentOne described above, this claim (which is believed to be
9 junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

10 3.10 Class 7 – Secured Claim of Highline. Highline's prepetition Secured Claim shall be
11 treated as a Secured Claim in an unliquidated amount. To the extent not already paid in full prior to
12 the Effective Date, on the Effective Date or as soon thereafter as practicable, the Highline Claim
13 shall remain secured by a replacement lien in the same assets or proceeds thereof, if any, in which
14 Highline had an interest prepetition. Either the Debtor or the Committee is likely to object to this
15 claim. Highline shall be entitled to its rights as a secured claimant. Highline is not impaired and,
16 therefore, not entitled to vote. The Plan Proponents are informed and believe that, as a consequence
17 of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim
18 (which is believed to be junior in priority to such claim) will be rendered unsecured under
19 Bankruptcy Code section 506(a).

20 3.11 Class 8 – Secured Claim of Iron Mountain Information, Inc. Iron Mountain
21 Information, Inc. ("Iron Mountain") alleges a prepetition claim in the amount of \$1,983.68 which is
22 allegedly secured by 4,211 boxes of personal property and other items in storage. Either the Debtor
23 or the Committee is likely to object to this claim. To the extent that the Claim of Iron Mountain
24 Information is a Secured Claim, Iron Mountain Information shall be entitled to its rights as a secured
25 claimant. Iron Mountain Information is not impaired and, therefore, not entitled to vote. To the
26 extent that Iron Mountain Information is not entitled to a Secured Claim any Deficiency Claim of
27 Iron Mountain shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence,
28 Iron Mountain Information shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The

1 Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured
2 claim position assigned by PaymentOne described above, this claim (which is believed to be junior
3 in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

4 3.12 Class 9 – Secured Claim of POL. POL's liquidated claims set forth in the POL
5 Agreement have been paid, other than its claim with regard to the New York Tax Matter, and it also
6 has an unliquidated claim arising from the Tennessee Tax Matter (the "Remaining Claims"). POL's
7 Remaining Claims shall be treated as a contingent Secured Claim. Either the Debtor or the
8 Committee is likely to object to this claim. To the extent that the Claim of POL is a Secured Claim,
9 POL shall be entitled to its rights as a secured claimant. POL is not impaired and, therefore, not
10 entitled to vote. To the extent that POL is not entitled to a Secured Claim any Deficiency Claim of
11 POL shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, POL shall be
12 entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and
13 believe that, as a consequence of the foreclosure of the secured claim position assigned by
14 PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
15 will be rendered unsecured under Bankruptcy Code section 506(a).

16 3.13 Class 10 – Secured Claim of Southwestern Bell. Southwestern Bell filed proof of
17 claim number 92 in the amount of \$70,408.21, which is allegedly secured by a right of offset. Either
18 the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of
19 Southwestern Bell is a Secured Claim, Southwestern Bell shall be entitled to its rights as a secured
20 claimant. Southwestern Bell is not impaired and, therefore, not entitled to vote. To the extent that
21 Southwestern Bell is not entitled to a Secured Claim any Deficiency Claim of Southwestern Bell
22 shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, Southwestern Bell
23 shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are
24 informed and believe that, as a consequence of the foreclosure of the secured claim position assigned
25 by PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
26 will be rendered unsecured under Bankruptcy Code section 506(a).

27 3.14 Class 11 – Secured Claim of BellSouth Telecommunications, Inc. BellSouth
28 Telecommunications, Inc. filed proof of claim number 91 in the secured amount of \$232,948.14

1 based upon an alleged right of offset. Either the Debtor or the Committee is likely to object to this
2 claim. To the extent that the Claim of BellSouth Telecommunications, Inc. is a Secured Claim,
3 BellSouth Telecommunications, Inc. shall be entitled to its rights as a secured claimant. BellSouth
4 Telecommunications, Inc. is not impaired and, therefore, not entitled to vote. To the extent that
5 BellSouth Telecommunications, Inc. is not entitled to a Secured Claim, any Deficiency Claim of
6 BellSouth Telecommunications, Inc. shall be a Claim in Class 15 and, notwithstanding the
7 immediately prior sentence, BellSouth Telecommunications, Inc. shall be entitled to vote such
8 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
9 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
10 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
11 under Bankruptcy Code section 506(a).

12 3.15 Class 12 – Secured Claim of Verizon. Verizon filed proof of claim number 85 in the
13 secured amount of \$191,724.95. Either the Debtor or the Committee is likely to object to this claim.
14 To the extent that the Claim of Verizon is a Secured Claim, Verizon shall be entitled to its rights as a
15 secured claimant. Verizon is not impaired and, therefore, not entitled to vote. To the extent that
16 Verizon is not entitled to a Secured Claim, any Deficiency Claim of Verizon shall be a Claim in
17 Class 15 and, notwithstanding the immediately prior sentence, Verizon be entitled to vote such
18 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
19 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
20 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
21 under Bankruptcy Code section 506(a).

22 3.16 Class 13 – Secured Claim of Mytelebill. Mytelebill filed proofs of claim numbered
23 74, 125, and 174 in the secured amount of \$383,227.62, for which the alleged collateral is
24 unidentified. Either the Debtor or the Committee is likely to object to this claim. To the extent that
25 the Claim of Mytelebill is a Secured Claim, Mytelebill shall be entitled to its rights as a secured
26 claimant. Mytelebill is not impaired and, therefore, not entitled to vote. To the extent that
27 Mytelebill is not entitled to a Secured Claim, any Deficiency Claim of Mytelebill shall be a Claim in
28 Class 15 and, notwithstanding the immediately prior sentence, Mytelebill shall be entitled to vote

1 such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
2 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
3 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
4 under Bankruptcy Code section 506(a).

5 3.17 Class 14 – Secured Claim of Bealls Communications Group. Bealls Communications
6 Group (“Bealls”) filed proof of claim number 193 in the secured amount of \$213,448.48, for which
7 the alleged collateral is unidentified. Either the Debtor or the Committee is likely to object to this
8 claim. To the extent that the Claim of Bealls is a Secured Claim, Bealls shall be entitled to its rights
9 as a secured claimant. Bealls is not impaired and, therefore, not entitled to vote. To the extent that
10 Bealls is not entitled to a Secured Claim, any Deficiency Claim of Bealls shall be a Claim in Class
11 15 and, notwithstanding the immediately prior sentence, Bealls shall be entitled to vote such
12 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
13 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
14 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
15 under Bankruptcy Code section 506(a).

16 ARTICLE IV

17 TREATMENT OF IMPAIRED CLASSES

18 4.1 Class 15 – General Unsecured Claims. Class 15 Claimants shall receive their Pro
19 Rata share of the assets of the Liquidation Trust not consumed by the Allowed Secured Claims of
20 Classes 2 through 9, based on the amount of their Allowed Claim. The holders of Claims in this
21 Class are impaired and, therefore, entitled to vote.

22 4.2 Class 16 – Preferred Stockholders. On the Effective Date, the Preferred Stockholders
23 shall receive nothing, and all Preferred Stock shall be deemed canceled, null and void and of no
24 force and effect. Class 11 Interests are deemed to reject the Plan and therefore are not entitled to
25 vote.

26 4.3 Class 17 – Class A Common Stockholders. On the Effective Date, the Class A
27 Common Stockholders shall receive nothing, and all Class A Common Stock shall be deemed
28

1 canceled, null and void and of no force and effect. Class 12 Interests are deemed to reject the Plan
2 and therefore are not entitled to vote.

3 4.4 Class 18 – Class B Common Stockholders. On the Effective Date, the Class B
4 Common Stockholders shall receive nothing, and all Class B Common Stock shall be deemed
5 canceled, null and void and of no force and effect. Class 13 Interests are deemed to reject the Plan
6 and therefore are not entitled to vote.

7 4.5 Reservation of Rights. Nothing contained herein shall be deemed to limit the right of
8 any party-in-interest to respond to any objection to its Claims or Interests Filed in this Chapter 11
9 Case.

10 ARTICLE V

11 MEANS FOR IMPLEMENTATION OF THE PLAN

12 5.1 Corporate Action. On the Effective Date and automatically and without further
13 action, (i) all of the assets of the Debtor shall be conveyed to the Liquidating Trustee to be held in
14 trust pursuant to the terms of the Liquidating Trust Agreement; (ii) each existing member of the
15 board of directors of the Debtor will be deemed to have resigned; (iii) Old T.B.R. shall be deemed
16 dissolved; and (iv) the Liquidating Trustee shall be authorized and empowered to take all such
17 actions and measures necessary to implement and administer the terms and conditions of the Plan.

18 5.2 Rejection of Remaining Contracts. On the Effective Date, any remaining executory
19 contracts and unexpired leases the Debtor has shall be rejected.

20 5.3 The Liquidating Trustee. The Liquidating Trustee's responsibilities, duties and
21 obligations are to holders of Class 2 through 15 Claims, and any Administrative Claims, Priority Tax
22 Claims, and Class 1 Priority Claims which have not been finally resolved on the Effective Date. The
23 Liquidating Trustee shall have an independent right and standing to request relief from the
24 Bankruptcy Court which the Liquidating Trustee believes to be in accordance with the best interests
25 of Class 2 through 15 Claims and any Administrative Claims, Priority Tax Claims, and Class 1
26 Priority Claims which have not been finally resolved on the Effective Date. The initial Liquidating
27 Trustee shall be Kerry Krisher of GlassRatner Capital Advisory Services. All successor Liquidating
28 Trustees shall be appointed in accordance with the terms of the Liquidating Trustee Agreement. For

1 purposes of performing her duties and fulfilling her obligations under the Plan, the Liquidating
2 Trustee Agreement, and the Confirmation Order, the Liquidating Trustee shall be deemed to be a
3 "party in interest" within the meaning of section 1109(b) of the Bankruptcy Code and a
4 representative of the Estate under Bankruptcy Code section 1123(b)(3) and 1129(a)(5). The duties,
5 obligations, and responsibilities of the Liquidating Trustee shall be to: (a) liquidate, resolve, pay,
6 and satisfy all Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have
7 not been finally resolved on the Effective Date and Class 2 through 15 Claims in accordance with
8 the Plan, the Liquidating Trustee Agreement, and the Confirmation Order; (b) oversee the
9 preservation, holding, management and maximization of the Estate Proceeds Account for use in
10 paying and satisfying those Allowed Claims; (c) prosecute, settle and manage the disposition of
11 objections to Claims; (d) take or not take those actions which the Liquidating Trustee in her business
12 discretion believes to be in accordance with the best interests of Class 15 Claims and any
13 Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally
14 resolved on the Effective Date and which actions or inactions are consistent with the Plan; and (e)
15 perform all other duties, obligations and responsibilities of the Liquidating Trustee set forth in the
16 Plan, the Liquidating Trust Agreement, or Confirmation Order. Upon the satisfaction of or
17 reservation for of all Allowed Administrative Claims, Priority Tax Claims, Class 1 Priority Claims,
18 and Class 2 through 15 Claims in accordance with the Plan, the Liquidating Trustee shall be
19 discharged from her position as Liquidating Trustee and from all further duties, obligations and
20 responsibilities under the Plan.

21 5.4 Sources of Funds for Payment of Allowed Claims. Net of all administrative costs and
22 expenses of the Chapter 11 Case and all fees and costs of the Liquidating Trustee and her
23 representatives and professionals, the payment of Allowed Claims shall be from the following
24 sources: Cash on hand at the Effective Date or received thereafter

25 5.5 Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority
26 Tax Claims and Allowed Class 1 Claims. Allowed Administrative Claims, Allowed Fee Claims,
27 Allowed Priority Tax Claims and Allowed Class 1 Claims shall be paid from Cash on hand on the
28 Effective Date.

1 5.6 Payment of Any Allowed Secured Claims. To the extent that the Court determines
2 that any of CIT, Highline, PCS, Personal Voice, Network Telephone, Iron Mountain, POL,
3 Southwestern Bell, BellSouth Telecommunications, Inc., Verizon, Mytelebill, and/or Bealls
4 Communications Group has an Allowed Secured Claim, the Liquidating Trustee shall pay such
5 Claim in accordance with such Entity's rights as a secured claimant.

6 5.7 Distributions. The Liquidating Trustee shall be responsible for making or directing
7 distributions under this Plan made on the Effective Date. After the Effective Date, the Liquidating
8 Trustee shall be responsible for making or directing distributions under this Plan to the Allowed
9 Secured Claims, if any, of Classes 2-14. Additionally, the Liquidating Trustee shall be responsible
10 for making and directing all distributions under this Plan to Class 15 Claims and any Administrative
11 Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally resolved on the
12 Effective Date.

13 5.8 Liquidating Trustee's Responsibility Under Plan. The Liquidating Trustee shall
14 administer the Plan, and her duties and powers shall include the following:

15 (a) To make or direct distributions to holders of Allowed Claims payable on the
16 Effective Date and Allowed Secured Claims in Classes 2-14;

17 (b) To prosecute litigate, compromise, or settle objections to Claims and/or
18 Interests (disputed or otherwise) and Avoidance Actions;

19 (c) To otherwise implement and administer the Plan;

20 (d) To file with the Bankruptcy Court the reports and other documents and pay
21 any and all fees required by the Plan or otherwise required to close the Chapter 11 Case, including
22 the preparation and filing of a motion for a final decree;

23 (e) To take or not take those actions which Liquidating Trustee in her business
24 discretion believes to be in accordance with the best interests of Class 15 Claims and any
25 Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally
26 resolved on the Effective Date and which actions inactions are consistent with the Plan;

27 (f) To make decisions regarding the retention or engagement of Professionals and
28 to pay, without court order, all reasonable fees and expenses incurred after the Effective Date;

1 (g) To make or direct distributions to holders of Allowed Claims other than those
2 Claims payable on the Effective Date and Allowed Secured Claims in Classes 2-14;

3 (h) To set off amounts owed to the Debtor (including but not limited to those
4 arising under the Debtor's "prepayment plan" instituted at the outset of the Bankruptcy Case for
5 certain participating customers) against any and all amounts otherwise due to be distributed to the
6 holder of an Allowed Claim under the Plan;

7 (i) To take all other actions not inconsistent with the provisions of the Plan
8 deemed necessary or desirable in connection with administering the Plan.

9 5.9 Notice of Material Actions by the Liquidating Trustee. In the event of (a)
10 compromises of pending litigation, (b) sales, transfers or abandonment of property with a value of
11 more than \$50,000, (c) claim settlements in which the amount conceded to be due and owing by the
12 Liquidating Trustee exceeds \$100,000 (d) payment of fees to the Liquidating Trustee and/or her
13 professionals to be reported on a quarterly basis, the Liquidating Trustee shall file with the
14 Bankruptcy Court and serve upon the Office of the United States Trustee and any other party filing a
15 request for special notice after the Effective Date a notice of intended action describing the
16 Liquidating Trustee's intended course of action and the justifications therefor, and providing a 15
17 day period from the date of such notice for the filing of an objection and request for hearing on the
18 same. In the absence of any objection and request for hearing, the Liquidating Trustee shall be free
19 to take the action described in the notice without further order of the Court. If an objection and
20 request for hearing is filed, the Liquidating Trustee will give at least 7 days' notice of the hearing
21 date obtained from the Bankruptcy Court.

22 5.10 Vesting. Except as otherwise provided for in the Plan or the Confirmation Order, on
23 the Effective Date, the Property of the Debtor's Estate will be transferred to and shall vest in the
24 Liquidating Trust, free and clear of all Claims, Liens and Interests, and the Liquidating Trustee shall
25 have all of the powers granted by the Liquidating Trust Agreement and applicable law. Except as
26 otherwise provided for in the Plan or the Confirmation Order, as of the Effective Date, the
27 Liquidating Trustee may act, use, acquire and dispose of property without the supervision of the
28 Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules subject to

1 the powers, duties and responsibilities provided in the Plan or the Confirmation Order. Vesting of
2 the right to object to Claim and Interests and the Avoidance Actions shall vest in the Liquidating
3 Trustee. Except as otherwise provided for in the Plan or the Confirmation Order, as of the Effective
4 Date, the Liquidating Trustee may perform her duties and obligations without the supervision of the
5 Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. All other
6 claims or rights that may have previously existed against the Debtor shall be discharged and shall be
7 the subject of the Discharge Injunction.

8 ARTICLE VI

9 DISTRIBUTIONS UNDER THE PLAN

10 6.1 Distributions for Claims Allowed as of the Effective Date. Except as otherwise
11 provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of
12 Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as
13 soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this
14 Plan shall be deemed as having been made on the Effective Date if such distribution is made on the
15 Effective Date or as soon thereafter as is practicable. The Liquidating Trustee shall make
16 distributions to Allowed Class 15 Claims from the Estate Proceeds Account on a quarterly basis, or
17 less frequently as the Liquidating Trustee determines is reasonable under the circumstances. Any
18 payment or distribution required to be made under the Plan on a day other than a Business Day shall
19 be made on the next succeeding Business Day.

20 6.2 Disputed Claims. The Liquidating Trustee shall not distribute or direct the
21 distribution of any Disputed Claim. The Liquidating Trustee shall hold, in each the Estate Proceeds
22 Account, Cash in an amount sufficient to provide holders of Disputed Claims their Pro Rata share of
23 the Claims Account as if the Disputed Claim were allowed in full. With respect to such Disputed
24 Claims, if, when, and to the extent any such Disputed Claim becomes an Allowed Claim by Final
25 Order, the relevant portion of the Cash held therefor shall be distributed by the Liquidating Trustee,
26 as applicable, to the Claimant in a manner consistent with distributions to similarly situated Allowed
27 Claims. The balance of such Cash, if any, remaining in the Reserved Estate Proceeds Account after
28 all Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not finally

1 resolved on the Effective Date have been resolved and distributions made to those Claims in
2 accordance with the Plan, shall be released and transferred to the Estate Proceeds Account. From
3 time to time as additional monies accumulate in the Estate Proceeds Account as a result of the
4 disallowance of Class 15 Claims or otherwise, the Liquidating Trustee shall make a subsequent
5 distribution to claimants in Class 15 of such claimants' Pro Rata share of the Estate Proceeds
6 Account. No payments or distributions shall be made with respect to a Claim that is a Disputed
7 Claim pending the resolution of the dispute by Final Order. No payments or distributions shall be
8 made with respect to post-Petition Date interest accruing on any Claim. No payments or
9 distributions shall be made with respect to Allowed Claims in an amount in excess of such Allowed
10 Claims.

11 6.3 Claims Objection Deadline. Objections to Claims shall be filed and served upon each
12 affected Creditor no later than ninety (90) days after the Effective Date, provided however, that this
13 deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee, with or
14 without notice or hearing. Notwithstanding the foregoing, unless an order of the Bankruptcy Court
15 specifically provides for a later date, any proof of, or other assertion of a Claim filed after the
16 Confirmation Date shall be automatically disallowed as a late filed Claim, without any action by the
17 Liquidating Trustee, unless and until the party filing such Claim obtains the written consent of the
18 Liquidating Trustee, or obtains an order of the Bankruptcy Court upon notice to the Liquidating
19 Trustee that permits the late filing of the Claim, and the holder of such disallowed Claim shall be
20 forever barred from asserting such Claim against the Debtor, the Estate or Property, and the
21 Liquidating Trust or its property. In the event any proof of Claim is permitted to be filed after the
22 Confirmation Date pursuant to an order of the Bankruptcy Court, the Liquidating Trustee, shall have
23 ninety (90) days from the filing of such proof of claim or order to object to such Claim, which
24 deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee with or
25 without notice or a hearing.

26 6.4 Settlement of Disputed Claims. Objections to Claims may be litigated to judgment or
27 withdrawn, and may be settled with the approval of the Bankruptcy Court, except to the extent such
28 approval is not necessary as provided in this section. After the Effective Date, and subject to the

1 terms of this Plan, the Liquidating Trustee may settle any Disputed Claim where the result of the
2 settlement or compromise is an Allowed Claim in an amount not in excess of \$100,000 without
3 providing any notice or obtaining an order from the Bankruptcy Court. All proposed settlements of
4 Disputed Claims where the amount to be settled or compromised exceeds \$100,000 shall be subject
5 to notice as described in Section 5.9, above.

6 6.5 Unclaimed Property. If any distribution remains unclaimed for a period of ninety
7 (90) days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the
8 holder of an Allowed Claim or Interest entitled thereto, such unclaimed property shall be forfeited by
9 such holder, whereupon all right, title and interest in and to the unclaimed property shall be held by
10 the Liquidating Trustee, to be distributed Pro Rata to holders of Allowed Claims in such Class in
11 accordance with this Plan, or if all Allowed Claims in such Class have been satisfied or reserved for
12 in accordance with the Plan except Class 9 Claims, then such unclaimed property shall be distributed
13 to the Estate Proceeds Account, and if all Allowed Claims in Class 15 have been satisfied or
14 reserved for in accordance with the Plan, then such unclaimed property shall be retained by the
15 Liquidating Trust.

16 6.6 Release of Liens. Except as otherwise provided in the Plan or in any contract,
17 instrument or other agreement or document created in connection with the Plan, on the Effective
18 Date, all mortgages, deeds of trust, Liens or other security Interests against the Property of the
19 Debtor's estate shall be released, and all the right, title and Interest of any holder of such mortgages,
20 deeds of trust, Liens or other security Interests shall revert to the Liquidating Trust and its successors
21 and assigns.

22 6.7 Rights of Actions. On the Effective Date, the Liquidating Trust shall be vested with
23 the right to pursue the Avoidance Actions and any other action that the Debtor may assert against a
24 third party as of the Effective Date, with the exception of all claims released pursuant to the Plan and
25 Confirmation Order. The Liquidating Trustee, may pursue, settle or release all such actions in
26 accordance with the best interest of and for the benefit of the holders of Class 15 Claims. Under no
27 circumstances will the Plan release any claims possessed by the Debtor or its creditors relating to
28

6.8 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

6.9 Withholding Taxes. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes.

6.10 Fractional Cents. Any other provision of this Plan to the contrary notwithstanding, no payment of fractions of cents will be made. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

6.11 Payments of Less than Ten Dollars. If a cash payment otherwise provided for by this Plan with respect to an Allowed Claim would be less than ten dollars (\$10.00) (whether in the aggregate or on any payment date provided in this Plan), notwithstanding any contrary provision of this Plan, the Liquidating Trustee shall not be required to make such payment, and such excess fractional dollars shall remain in the Estate Proceeds Account pending the next distribution made on account of such Allowed Claim. If all Allowed Claims in Class 15 have been satisfied or reserved for in accordance with the Plan, then such excess fractional dollars shall be retained by the Liquidating Trust.

ARTICLE VII

UNEXPIRED LEASES AND EXECUTORY CONTRACTS

7.1 Treatment of All Agreements. Any and all pre-petition leases or executory contracts included on Debtor's Schedule G, as such Schedule G may be amended up to and including the Confirmation Date, not previously rejected by the Debtor, unless specifically assumed pursuant to orders of the Bankruptcy Court prior to the Confirmation Date or the subject of a motion to assume pending on the Confirmation Date, shall be deemed rejected by the Debtor effective as of the

1 Confirmation Date, but subject to the occurrence of the Effective Date. Any and all pre-petition
2 leases and executory contracts not included on Debtor's Schedule G, as such schedule exists on the
3 Confirmation Date, not previously assumed by the Debtor shall be deemed rejected by the Debtor
4 effective as of the Confirmation Date, but subject to the occurrence of the Effective Date.

5 7.2 Claims for Damages. All proofs of claim with respect to Claims arising from the
6 rejection of executory contracts or leases made pursuant to this Plan shall, unless another order of
7 the Bankruptcy Court provides for an earlier date, be filed with the Bankruptcy Court within thirty
8 (30) days after the mailing of notice of entry of the Confirmation Order. All proofs of Claim with
9 respect to Claims arising from the rejection of executory contracts shall be treated as Class 15
10 General Unsecured Claims, for purposes of a distribution pursuant to the Plan, unless and until the
11 Person or Entity asserting such Claim obtains an order of the Bankruptcy Court upon notice to the
12 Liquidating Trustee that allows the Claims in another Class under the Plan. Unless otherwise
13 permitted by Final Order, any proof of claim that is not filed before the earlier of the Bar Date or the
14 Confirmation Hearing (other than those Claims arising from the rejection of executory contracts or
15 leases which may be filed within thirty (30) days after mailing of the notice of entry of Confirmation
16 Order as set forth above) shall automatically be disallowed as a late filed Claim, without any action
17 by the Liquidating Trustee, and the holder of such Claim shall be forever barred from asserting such
18 Claim against the Debtor, the Estate, or the Liquidating Trustee or property of the Liquidating
19 Trustee.

20 **ARTICLE VIII**

21 **EFFECT OF CONFIRMATION OF THE PLAN**

22 8.1 Neither the Liquidating Trustee, nor her representatives, shall have any responsibility
23 to any Creditors or Interest holders of the Debtor other than to make the distributions expressly
24 provided for under the Plan and otherwise discharge the responsibilities described in Section 5.8 of
25 the Plan or the Confirmation Order.

26 8.2 Pursuant to Bankruptcy Code section 524, the discharge (i) voids any judgment at any
27 time obtained to the extent that such judgment is the determination of the personal liability of the
28 Debtor with respect to any debt discharged under Bankruptcy Code section 1141, whether or not

1 discharge of such debt is waived, and (ii) operates as an injunction against the commencement or
2 continuation of any action, employment of process, or any act to collect, recover or offset any such
3 debt as a personal liability of the Debtor, whether or not discharge of such debt is waived, as well as
4 against the commencement or continuation of any action, including regulatory action, employment
5 of process, or any act to collect, recover, offset, pursue enforcement of, or impose liability upon the
6 Debtor for pre-Confirmation Date activities, and all Entities shall be precluded from asserting
7 against the Liquidating Trust, its successors or their assets or properties any other future claims or
8 interests based upon any act or omission, transaction or other activity of any kind of nature that
9 occurred before the Confirmation Date.

10 8.3 Except as otherwise provided in the Plan or the Confirmation Order and in addition to
11 the injunction provided under Bankruptcy Code sections 524(a) and 1141, on and after the
12 Confirmation Date, all Entities who had held, currently hold or may hold a debt, Claim, Interest
13 and/or other rights or causes of action in or against the Debtor, including without limitation
14 regulatory actions, are permanently enjoined and/or temporarily (as set forth in the Plan) from taking
15 any of the following actions on account of any such debt, Claim, Interest, and/or other right or cause
16 of action to the extent such actions do not comply with or are inconsistent with the provisions of
17 controlling law, the Plan or the Confirmation Order: (1) commencing or continuing in any manner
18 any action or other proceeding against the Debtor, the Liquidating Trustee as the successor to the
19 Debtor under the Plan, their successors, or their respective properties; (2) enforcing, attaching,
20 collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the
21 Liquidating Trustee as the successor to the Debtor under the Plan, their successors, or their
22 respective property; (3) creating, perfecting, or enforcing any lien or encumbrance against the
23 Debtor, the Liquidating Trustee as the successor to the Debtor under the Plan, their successors, or
24 their respective property; and (4) asserting any setoff, right of subrogation or recoupment of any kind
25 against any obligation due the Debtor, the Liquidating Trustee, their successors, or their respective
26 property. Any person or entity injured by any willful violation of such injunction may recover actual
27 damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive
28

1 damages from the willful violator. Such injunction shall not bar an entity from seeking to enforce
2 the terms of the Plan in the Bankruptcy Court.

3 8.4 The provisions of the Plan, once confirmed, shall be binding upon each Entity
4 whether or not the Entity is impaired under the Plan, and whether or not such Entity has accepted the
5 Plan.

6 8.5 On the Effective Date, the property of the Estate, including causes of action, the right
7 to object to Claims, and the Avoidance Actions shall vest in the Liquidating Trust, and the
8 Liquidating Trustee shall be authorized to operate and dispose of property of the Liquidating Trust.

9 8.6 As of the Confirmation Date, the property and assets of the Debtor dealt with under
10 the Plan shall be free and clear from any and all Claims, including, without limitation, all Liens,
11 Interests and lis pendens, except as specifically provided otherwise in the Plan or the Confirmation
12 Order. The terms of the Plan shall supersede the terms of all prior orders entered by the Bankruptcy
13 Court in the Chapter 11 Case and the terms of all prior stipulations and other agreements entered into
14 by the Debtor with other parties-in-interest, except as specifically recognized in the Plan or the
15 Confirmation Order.

16 8.7 The Committee formed in this Chapter 11 Case shall be dissolved on the Effective
17 Date.

18 8.8 Failure to make any payment required to be made under the Plan by the Liquidating
19 Trustee, including but not limited to any regular amortized payments of principal and interest, or any
20 payments due upon maturity, shall be considered a default under the Plan. If any default is not cured
21 within 30 days after service of written notice of such default to the Liquidating Trustee, and the U.S.
22 Trustee, any affected Creditor or any affected party in interest asserting such default may seek
23 appropriate relief to enforce its rights under the Plan.

24 8.9 On the Effective Date, all property of the estate shall vest in the Liquidating Trust,
25 provided that the vesting of such property shall be without prejudice and shall not act as a bar to a
26 post-Effective Date motion to convert this case to one under chapter 7 of title 11 of the United States
27 Code by the United States Trustee or any other party in interest on appropriate grounds, and upon the
28 granting of such motion the Plan shall terminate and the chapter 7 estate shall consist of all

1 remaining property of the Liquidating Trust not already administered. Such remaining property shall
2 be administered by the chapter 7 trustee as prescribed in chapter 7 of the Bankruptcy Code. The
3 Liquidating Trustee shall have the right to oppose any such motion.

4 ARTICLE IX

5 RETENTION OF JURISDICTION

6 Following the Confirmation Date and until such time as all payments and distributions
7 required to be made and all other obligations required to be performed under this Plan have been
8 made and performed by the Debtor, or the Liquidating Trustee, as the case may be, the Bankruptcy
9 Court shall retain jurisdiction as is legally permissible, including, without limitation, for the
10 following purposes:

11 9.1 Claims. To determine the allowance, extent, classification, or priority of Claims
12 against the Debtor upon objection prior to the Effective Date after the Effective Date;

13 9.2 Injunction, etc. To issue injunctions or take such other actions or make such other
14 orders as may be necessary or appropriate to restrain interference with the Plan or its execution or
15 implementation by any Person, to construe and to take any other action to enforce and execute the
16 Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as
17 may be necessary for the implementation, execution, performance and consummation of the Plan
18 and all matters referred to herein, and to determine all matters that may be pending before the
19 Bankruptcy Court in the Chapter 11 Case on or before the Effective Date with respect to any Person
20 or Entity;

21 9.3 Professional Fees. To determine any and all applications for allowance of
22 compensation and expense reimbursement of Professionals for periods before the Effective Date,
23 and objections thereto, as provided for in the Plan;

24 9.4 Certain Priority Claims. To determine the allowance, extent and classification of any
25 Priority Tax Claims, Other Priority Claims, Administrative Claims or any request for payment of an
26 Administrative Claim;

1 9.5 Dispute Resolution. To resolve any dispute arising under or related to the
2 implementation, execution, consummation or interpretation of the Plan and/or Confirmation Order
3 and the making of distributions hereunder and thereunder;

4 9.6 Executory Contracts and Unexpired Leases. To determine any and all motions for the
5 rejection, assumption, or assignment of executory contracts or unexpired leases, and to determine the
6 allowance and extent of any Claims resulting from the rejection of executory contracts and
7 unexpired leases;

8 9.7 Actions. To determine all applications, motions, adversary proceedings, contested
9 matters, estimation proceedings for limited or all purposes, actions, and any other litigated matters
10 instituted in the Chapter 11 Case by or on behalf of the Debtor or the Liquidating Trustee, including,
11 but not limited to, Avoidance Actions or any claims between two or more non-debtor parties related
12 thereto, and any remands;

13 9.8 General Matters. To determine such other matters, and for such other purposes, as
14 may be provided in the Confirmation Order or as may be authorized under provisions of the
15 Bankruptcy Code or other applicable law;

16 9.9 Plan Modification. To modify the Plan under section 1127 of the Bankruptcy Code,
17 remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the
18 Confirmation Order so as to carry out its intent and purposes;

19 9.10 Aid Consummation. To issue such orders in aid of consummation of the Plan and the
20 Confirmation Order notwithstanding any otherwise applicable non bankruptcy law, with respect to
21 any Person or Entity, to the full extent authorized by the Bankruptcy Code;

22 9.11 Protect Property. To protect the Property of the Debtor and the Liquidating Trust
23 from adverse Claims or Liens or interference inconsistent with this Plan, including to hear actions to
24 quiet or otherwise clear title to such property based upon the terms and provisions of this Plan or to
25 determine a purchaser's exclusive ownership of claims and causes of actions retained under this
26 Plan;

27 9.12 Abandonment of Property. To hear and determine matters pertaining to abandonment
28 of Property of the Estate;

1 10.6 Successors and Assigns. The rights, benefits and obligations of any Person or Entity
2 named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs,
3 executors, administrators, successors and/or assigns of such Person or Entities.

4 10.7 Cramdown. To the extent any Impaired Class of Claims or Interests entitled to vote
5 on the Plan votes to reject the Plan, the Proponents reserve the right to request confirmation of the
6 Plan under section 1129(b) of the Bankruptcy Code with respect to such Class(es).

7 10.8 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the
8 rights and obligations arising under this Plan shall be governed by and construed and enforced in
9 accordance with the laws of the State of California.

10 10.9 Notices. Any notice required or permitted to be provided under the Plan shall be in
11 writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand
12 delivery or (c) reputable overnight courier service, freight prepaid, to be addressed as follows:

13 If to the Liquidating Trustee:

14 Kerry Krisher
15 GlassRatner
16 18500 Von Karman, Suite 390
17 Irvine, CA 92612
18 Phone: (949) 429-4252
19 Fax: (949) 743-0333

20 with a copy to:

21 John D. Fiero, Esq.
22 Pachulski Stang Ziehl & Jones LLP
23 150 California Street, Suite 1500
24 San Francisco, CA 94111
25 Phone: (415) 263 7000
26 Fax: (415) 263 7010

27 10.10 Saturday, Sunday or Legal Holiday. If any payment or act under the Plan is required
28 to be made or performed on a date that is not a Business Day, then the making of such payment or
the performance of such act may be completed on the next succeeding Business Day, but shall be
deemed to have been completed as of the required date.

1 10.11 Section 1145 Exemption. Pursuant to Bankruptcy Code section 1145, any State or
2 local requiring registration for offer or sale of a security do not apply to the offer or sale under the
3 Plan.

4 10.12 Section 1146 Exemption. Pursuant to Bankruptcy Code section 1146 the issuance,
5 transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the
6 Plan may not be taxed under any law imposing a stamp tax or similar tax or any tax held to be a
7 stamp tax or other similar tax by applicable law.

8 10.13 Severability. If any term or provision of the Plan is held by the Bankruptcy Court
9 prior to or at the time of Confirmation to be invalid, void or unenforceable, the Bankruptcy Court
10 shall have the power to alter and interpret such term or provision to make it valid or enforceable to
11 the maximum extent practicable, consistent with the original purpose of the term or provision held to
12 be invalid, void or unenforceable, and such term or provision shall then be applicable as so altered or
13 interpreted. In the event of any such holding, alteration, or interpretation, the remainder of the terms
14 and provisions of the Plan may, at the Proponents' option remain in full force and effect and not be
15 deemed affected. However, the Proponents reserve the right not to proceed to Confirmation or
16 consummation of the Plan if any such ruling occurs. The Confirmation Order shall constitute a
17 judicial determination and shall provide that each term and provision of the Plan, as it may have
18 been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its
19 terms.

20 10.14 Headings. The headings used in this Plan are inserted for convenience only and
21 neither constitutes a portion of the Plan nor in any manner affect the provisions of the Plan.

22 10.15 Quarterly Reports to the Office of the United States Trustee. The Liquidating Trustee
23 shall file (and serve upon the United States Trustee and any party requesting special notice after the
24 Effective Date) quarterly operating reports in the format prescribed by the United States Trustee.

25
26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XI

CONFIRMATION REQUEST

The Proponents hereby request confirmation of the Plan pursuant to sections 1129(a) and (b) of the Bankruptcy Code.

Dated: July 22, 2009

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ John D. Fiero
John D. Fiero

Attorneys for The Official Committee of
Unsecured Creditors

Dated: July 22, 2009

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By /s/ Michael H. Ahrens
Michael H. Ahrens

Attorneys for Debtor and Debtor-in-
Possession

Old T.B.R., Incorporated, f/k/a The Billing
Resource, dba Integretel

EXHIBIT B

Payments to Creditors

Within 90 Days of Petition Date

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
EMPLOYEES						
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 1,555.34
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,461.37
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,662.79
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,429.09
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,614.44
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,387.58
Afonso-Chavarria, Ana	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,582.21
Afonso-Chavarria, Ana Total						\$ 10,892.77
Ahola, Joanne	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 4,507.70
Ahola, Joanne	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	4,507.70
Ahola, Joanne	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	3,606.40
Ahola, Joanne	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	9,289.86
Ahola, Joanne Total						\$ 21,911.66
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 1,922.35
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,118.61
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,899.14
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,000.00
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,657.03
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,147.87
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,917.47
Baskett, Pam	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	2,338.08
Baskett, Pam Total						\$ 18,900.75
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	4,011.54
Boydjiff, Gerry C	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	4,011.54
Boydjiff, Gerry C Total						\$ 28,080.76
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 1,617.00
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	98.00
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,286.00
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/24/2007	78.40
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,164.00
Burgstrom JR, Jon	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,314.00
Burgstrom JR, Jon Total						\$ 5,557.40
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,661.54
Chiang, Donato	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	2,661.54
Chiang, Donato Total						\$ 18,630.76
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,434.62
Claus, Heidi E	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	3,434.62
Claus, Heidi E Total						\$ 24,042.34
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,507.70
Daley, Charlene P	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	2,507.70
Daley, Charlene P Total						\$ 17,553.90
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 1,128.96
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,142.19
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,128.96
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	964.48
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	770.87
Daley, Joan	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	11,289.60
Daley, Joan Total						\$ 14,025.86
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 2,384.62
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,384.62
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,000.00
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,384.62
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,384.62
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,384.62
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,907.76
Damajanti, Felina	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	2,384.62
Damajanti, Felina Total						\$ 18,215.48
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 11,423.08
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	11,423.08
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,500.00
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	11,423.08
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	11,423.08
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,500.00
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	11,423.08
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	9/7/2007	2,500.00
Dawson, Ken R	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	11,423.08
Dawson, Ken R Total						\$ 87,461.56
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 3,846.16
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	3,846.16

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	7/28/2007	3,846.16
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	3,846.16
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	3,846.16
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,846.16
Doyle, Frank	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	3,846.16
Doyle, Frank Total						\$ 26,923.12
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	3,288.47
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	3,288.47
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	3,288.47
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	3,288.47
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	3,288.47
Ehrhorn, Elaine R	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,288.47
Ehrhorn, Elaine R Total						\$ 23,819.29
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	2,126.93
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,126.93
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,126.93
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,126.93
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,346.16
Franklin, Heidi	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,346.16
Franklin, Heidi Total						\$ 15,544.20
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	3,980.77
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	3,980.77
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	3,980.77
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	3,980.77
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	3,980.77
Gibbens, Jon	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,980.77
Gibbens, Jon Total						\$ 27,865.39
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	1,419.20
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,392.59
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,419.20
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,419.20
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,419.20
Guerrero, Elizabeth	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,419.20
Guerrero, Elizabeth Total						\$ 9,007.79
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	3,003.85
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	3,003.85
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	3,003.85
Hann, Marie - Expense Reimbursement	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,553.20
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	3,003.85
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	3,003.85
Hann, Marie	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,003.85
Hann, Marie Total						\$ 22,580.15
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	4,369.23
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	4,369.23
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	4,369.23
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	4,369.23
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	4,369.23
Hersley, Dennis	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	4,369.23
Hersley, Dennis Total						\$ 30,584.61
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	541.48
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	402.75
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,159.03
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,159.03
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,159.03
Ison, Diane C	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,022.54
Ison, Diane C Total						\$ 6,855.18
James, Erica	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	1,040.00
James, Erica	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	824.00
James, Erica	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	128.00
James, Erica Total						\$ 1,992.00
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	2,392.31
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,392.31
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,392.31
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,392.31
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,392.31
Joe, Michelle	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,392.31
Joe, Michelle Total						\$ 17,695.94
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	2,192.31
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,192.31
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,192.31
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,192.31
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,192.31
Kim, Maria M	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,192.31
Kim, Maria M Total						\$ 15,346.17
Korolevskaya-Spence, Natalia	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	369.24
Korolevskaya-Spence, Natalia	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,846.16
Korolevskaya-Spence, Natalia Total						\$ 2,215.40
Le, Trang Paige	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,923.20
Le, Trang Paige	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,846.16
Le, Trang Paige	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	3,846.16
Le, Trang Paige Total						\$ 9,615.52
Link, Gussow	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	1,880.77
Link, Gussow	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,880.77

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Link, Gunnar	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,880.77
Link, Gunnar	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,880.77
Link, Gunnar	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,880.77
Link, Gunnar	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,880.77
Link, Gunnar	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	501.00
Link, Gunnar Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	940.39
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 12,726.01
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 961.58
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 963.00
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 757.50
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 708.00
Mertz, Brian	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 738.00
Mertz, Brian Total	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 510.00
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 4,638.00
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 2,376.93
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 2,376.93
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 2,376.93
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,376.93
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,376.93
Miller, John	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,376.93
Miller, John Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 16,638.51
Mora JR, Roy	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 880.00
Mora JR, Roy	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 1,900.25
Mora JR, Roy	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 1,999.25
Mora JR, Roy	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,057.00
Mora JR, Roy Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,106.50
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 8,943.00
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 2,596.16
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 2,596.16
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 1,444.31
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 2,596.16
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,596.16
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,596.16
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,596.16
Neitzel, Brent F - Expense Reimbursement	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 200.86
Neitzel, Brent F	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,596.16
Neitzel, Brent F Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 4,750.25
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 36,806.78
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 4,930.77
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 4,930.77
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 2,958.48
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,465.36
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,958.48
Parker, Kenneth J	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,958.48
Parker, Kenneth J Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 23,667.78
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,257.70
Perez, Juan M	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 2,257.70
Perez, Juan M Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 15,803.90
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 1,334.40
Perote, Lisa Y	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 1,334.40
Perote, Lisa Y Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 9,340.80
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 4,761.54
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 4,761.54
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 4,761.54
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 4,761.54
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,380.80
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 4,761.54
Punzalan, Wilfredo B	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 4,761.54
Punzalan, Wilfredo B Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 35,711.58
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 1,988.35
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 1,404.70
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 1,988.35
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 1,829.72
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 1,903.56
Taylor, Cory - Expense Reimbursement	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 19.34
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	\$ 2,097.75
Taylor, Cory	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 1,731.26
Taylor, Cory Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 12,963.83
Teixeira Morton, Laurie	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 1,948.00
Teixeira Morton, Laurie	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 487.00
Teixeira Morton, Laurie	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 974.00
Teixeira Morton, Laurie	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 3,896.00
Teixeira Morton, Laurie Total	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	\$ 7,365.00
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	6/22/2007	\$ 2,003.09
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	\$ 2,003.09
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 2,753.41
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	\$ 369.19
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	\$ 1,430.77
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	\$ 2,861.57

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,430.77
Thomas, David	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,718.93
Thomas, David Total						14,336.82
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	6/23/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	4,634.62
Tucker, Heather	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	4,634.62
Tucker, Heather Total						32,442.34
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	6/23/2007	1,600.00
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,600.00
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,600.00
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,600.00
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,000.00
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,846.16
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,846.16
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,846.16
Vu, Hien	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,846.16
Vu, Hien Total						14,430.80
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	6/23/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,313.92
White, Alice R	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,313.92
White, Alice R Total						9,212.84
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	6/23/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	1,400.00
Wiggins, Esclenda	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	1,400.00
Wiggins, Esclenda Total						9,800.01
Wilkinson-Teixeira, Stacy N	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	761.60
Wilkinson-Teixeira, Stacy N Total						761.60
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	6/23/2007	2,911.54
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	7/6/2007	2,911.54
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	7/20/2007	2,911.54
Yuan, Kathy - Expense Reimbursement	5883 Rue Ferrari	San Jose	CA	95138	8/2/2007	174.78
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	8/3/2007	2,911.54
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	8/17/2007	2,911.54
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	2,500.00
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	8/31/2007	3,076.93
Yuan, Kathy	5883 Rue Ferrari	San Jose	CA	95138	9/14/2007	3,076.93
Yuan, Kathy Total						23,386.34
Employee Total						754,626.22
VENDORS						
A/C Service & Design	PO Box 1166	San Martin	CA	95046	7/27/2007	775.00
A/C Service & Design Total						775.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	6/29/2007	617.60
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	7/13/2007	175.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	7/20/2007	49.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	7/27/2007	666.80
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	8/10/2007	180.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	8/17/2007	42.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	8/24/2007	175.00
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	8/31/2007	489.70
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	9/7/2007	184.10
ADP Payroll Fees	3300 Olcott Street	Santa Clara	CA	95054	9/14/2007	42.00
ADP Payroll Fees Total						2,623.90
AFLAC	Remittance Processing Services	Columbus	GA	31999-0001	7/20/2007	665.88
AFLAC	Remittance Processing Services	Columbus	GA	31999-0001	7/20/2007	75.00
AFLAC	Remittance Processing Services	Columbus	GA	31999-0001	8/6/2007	665.88
AFLAC	Remittance Processing Services	Columbus	GA	31999-0001	8/17/2007	75.00
AFLAC Total						1,481.76
American Express	P.O. Box 0001	Los Angeles	CA	90096-0001	7/2/2007	53,616.67
American Express	P.O. Box 0001	Los Angeles	CA	90096-0001	7/27/2007	44,626.88
American Express	P.O. Box 0001	Los Angeles	CA	90096-0001	8/31/2007	48,031.59
American Express Total						146,275.14
Aspen Publishers, Inc.	PO Box 64034	Baltimore	MD	21264-4034	8/15/2007	288.18
Aspen Publishers, Inc. Total						288.18
Assurant	PO Box 807009	Kansas City	Mo	64108-7009	7/20/2007	3,515.89
Assurant	PO Box 807009	Kansas City	Mo	64108-7009	9/7/2007	4,220.73
Assurant Total						7,736.62
AVHS Athletic Boosters	P.O. Box 1228	Pleasanton	CA	94566	7/6/2007	100.00
AVHS Athletic Boosters Total						100.00
Bellsouth Pro - Cabs	PO Box 105373	Atlanta	GA	30348	7/2/2007	122,764.58
Bellsouth Pro - Cabs	PO Box 105373	Atlanta	GA	30348	8/6/2007	115,709.98
Bellsouth Pro - Cabs	PO Box 105373	Atlanta	GA	30348	9/6/2007	130,386.21
Bellsouth Pro - Cabs Total						368,860.77
BitSoft, Inc.	10100 West 87th St	Overland	KS	66212	7/20/2007	2,309.00
BitSoft, Inc.	10100 West 87th St	Overland	KS	66212	8/24/2007	2,429.00
BitSoft, Inc. Total						4,738.00
Blakely Sokoloff Taylor	12400 Wilshire Blvd., 7th Floo	Los Angeles	CA	90025-1030	7/20/2007	671.50
Blakely Sokoloff Taylor	12400 Wilshire Blvd., 7th Floo	Los Angeles	CA	90025-1030	8/31/2007	39.50
Blakely Sokoloff Taylor Total						711.00
Blue Shield of California	File 55331	Los Angeles	CA	90074-5331	7/20/2007	17,174.53
Blue Shield of California	File 55331	Los Angeles	CA	90074-5331	9/7/2007	18,241.76

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Blue Shield of California Total						\$ 35,416.29
Bout Cummings Gannett Berry	1600 Division Street	Nashville	TN	37203	7/20/2007	\$ 475.10
Bout Cummings Gannett Berry Total						\$ 475.10
Candy Warehouse.Com, Inc	5314 Third Street	Irwindale	CA	91706	7/20/2007	\$ 180.03
Candy Warehouse.Com, Inc	5314 Third Street	Irwindale	CA	91706	7/27/2007	\$ 144.15
Candy Warehouse.Com, Inc Total						\$ 324.18
Casey, Michael	10226 Oakshire Drive	Carmel	CA	93923	7/16/2007	\$ 1,000.00
Casey, Michael	10226 Oakshire Drive	Carmel	CA	93923	8/6/2007	\$ 1,000.00
Casey, Michael	10226 Oakshire Drive	Carmel	CA	93923	9/7/2007	\$ 1,000.00
Casey, Michael Total						\$ 3,000.00
Ceridian HR Compliance	PO Box 534429	St. Petersburg	FL	33747	7/20/2007	\$ 547.84
Ceridian HR Compliance Total						\$ 547.84
Chubb Group Insurance Company	P.O. BOX 7777-1630	Philadelphia	PA	19175-1630	7/20/2007	\$ 8,818.75
Chubb Group Insurance Company Total						\$ 8,818.75
Cincinnati Bell	PO Box 75063	Cincinnati	OH	45275	6/29/2007	\$ 5,508.63
Cincinnati Bell	PO Box 75063	Cincinnati	OH	45275	7/27/2007	\$ 4,747.59
Cincinnati Bell	PO Box 75063	Cincinnati	OH	45275	8/31/2007	\$ 4,727.04
Cincinnati Bell	PO Box 75063	Cincinnati	OH	45275	9/7/2007	\$ 7,099.23
Cincinnati Bell Total						\$ 22,082.49
Cingular Wireless	PO Box 6463	Carol Stream	IL	60197-6444	6/23/2007	\$ 76.03
Cingular Wireless	PO Box 6463	Carol Stream	IL	60197-6444	8/6/2007	\$ 235.07
Cingular Wireless	PO Box 6463	Carol Stream	IL	60197-6444	8/17/2007	\$ 70.45
Cingular Wireless Total						\$ 381.55
Cintas First Aid & Safety	1625 Neptune Drive	San Leandro	CA	94577	7/20/2007	\$ 228.50
Cintas First Aid & Safety	1625 Neptune Drive	San Leandro	CA	94577	8/17/2007	\$ 212.90
Cintas First Aid & Safety	1625 Neptune Drive	San Leandro	CA	94577	8/24/2007	\$ 189.52
Cintas First Aid & Safety	1625 Neptune Drive	San Leandro	CA	94577	8/31/2007	\$ 216.84
Cintas First Aid & Safety Total						\$ 847.76
CIT Technology Fin Serv, Inc	P. Box 100706	Pasadena	CA	91189-0706	7/20/2007	\$ 3,263.87
CIT Technology Fin Serv, Inc	P. Box 100706	Pasadena	CA	91189-0706	8/24/2007	\$ 2,987.17
CIT Technology Fin Serv, Inc Total						\$ 6,251.04
City of Warden	P.O. Box 428	Warden	WA	98857	8/24/2007	\$ 25.00
City of Warden Total						\$ 25.00
Clean Innovation Corp.	3350 Scott Blvd., Bldg. 8	Santa Clara	CA	95054	7/20/2007	\$ 2,590.02
Clean Innovation Corp.	3350 Scott Blvd., Bldg. 8	Santa Clara	CA	95054	7/27/2007	\$ 3,299.95
Clean Innovation Corp.	3350 Scott Blvd., Bldg. 8	Santa Clara	CA	95054	8/6/2007	\$ 293.14
Clean Innovation Corp. Total						\$ 6,523.11
Craiglist	P.O. Box 225159	San Francisco	CA	94122-5159	6/22/2007	\$ 225.00
Craiglist	P.O. Box 225159	San Francisco	CA	94122-5159	8/11/2007	\$ 75.00
Craiglist Total						\$ 300.00
Curiale Dellaverson Hirschfeld	727 Sansome	San Francisco	CA	94111	6/22/2007	\$ 4,500.00
Curiale Dellaverson Hirschfeld	727 Sansome	San Francisco	CA	94111	8/15/2007	\$ 48.50
Curiale Dellaverson Hirschfeld Total						\$ 4,548.50
Custom Coffee Plan	File 55172	Los Angeles	CA	90074-5172	7/20/2007	\$ 429.18
Custom Coffee Plan	File 55172	Los Angeles	CA	90074-5172	8/31/2007	\$ 480.94
Custom Coffee Plan Total						\$ 910.12
Department of Motor Vehicles	PO Box 942894	Sacramento	CA	94294-0894	8/24/2007	\$ 215.00
Department of Motor Vehicles Total						\$ 215.00
Dice.com	4939 Collections Center Dr	Chicago	IL	60693	6/22/2007	\$ 459.00
Dice.com	4939 Collections Center Dr	Chicago	IL	60693	8/31/2007	\$ 349.00
Dice.com Total						\$ 808.00
Dimax	242 Galaxy Blvd	Toronto	ON	M9M 5R8	6/29/2007	\$ 100.00
Dimax Total						\$ 100.00
Endicott Internet Postage	247 High St	Palo Alto	CA	94301-1041	7/5/2007	\$ 1,050.00
Endicott Internet Postage	247 High St	Palo Alto	CA	94301-1041	8/21/2007	\$ 3,000.00
Endicott Internet Postage Total						\$ 4,050.00
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	6/29/2007	\$ 2,941.88
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	7/20/2007	\$ 9,808.13
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	7/27/2007	\$ 3,760.51
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	8/6/2007	\$ 2,404.59
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	8/24/2007	\$ 2,357.39
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	8/31/2007	\$ 2,352.91
Federal Express	PO Box 7321	Pasadena	CA	91109-7321	9/7/2007	\$ 2,619.69
Federal Express Total						\$ 26,145.10
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	6/27/2007	\$ 4,571.20
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	6/27/2007	\$ 9,914.46
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	6/27/2007	\$ 6,656.90
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	6/29/2007	\$ 647.50
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/20/2007	\$ 9,823.21
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/20/2007	\$ 4,666.82
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/20/2007	\$ 6,654.90
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/30/2007	\$ 4,737.88
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/30/2007	\$ 8,808.53
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	7/30/2007	\$ 7,344.65
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/9/2007	\$ 6,650.52
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/9/2007	\$ 8,259.45
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/9/2007	\$ 4,642.94
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/29/2007	\$ 6,480.28
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/29/2007	\$ 8,321.75
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	8/29/2007	\$ 4,487.71
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	9/5/2007	\$ 8,233.77
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	9/5/2007	\$ 4,473.61
Fidelity Investments	PO Box 73307	Chicago	IL	60673-7307	9/5/2007	\$ 6,477.42
Fidelity Investments Total						\$ 121,853.50
Flying Logo Sisters	399 N. Third Street	Campbell	CA	95008	8/24/2007	\$ 3,662.06
Flying Logo Sisters	399 N. Third Street	Campbell	CA	95008	9/7/2007	\$ 134.89
Flying Logo Sisters Total						\$ 3,796.95
Fry's Electronics	550 E. Brokaw Road	San Jose	CA	95112	8/6/2007	\$ 75.75
Fry's Electronics Total						\$ 75.75
GE Capital	PO Box 31001 0:70	Pasadena	CA	91110-0270	6/29/2007	\$ 2,485.39
GE Capital	PO Box 31001 0:70	Pasadena	CA	91110-0270	7/27/2007	\$ 2,485.39
GE Capital	PO Box 31001 0:70	Pasadena	CA	91110-0270	8/31/2007	\$ 2,485.39
GE Capital Total						\$ 7,456.17

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Grainger	Dept 732-837446616	Palatine	IL	60038-0001	7/20/2007	\$ 320.34
Grainger	Dept 732-837446616	Palatine	IL	60038-0001	8/17/2007	46.41
Grainger	Dept 732-837446616	Palatine	IL	60038-0001	8/24/2007	171.10
Grainger Total						\$ 537.85
Heffernan Insurance Bkrs	1804 Embarcadero Rd 201	Palo Alto	CA	94303	7/20/2007	\$ 38,524.41
Heffernan Insurance Bkrs Total						\$ 38,524.41
Hodgson Russ LLP	One M&T Plaza	Buffalo	NY	14203	7/27/2007	\$ 4,487.50
Hodgson Russ LLP	One M&T Plaza	Buffalo	NY	14203	8/31/2007	5,095.00
Hodgson Russ LLP Total						\$ 9,582.50
Holland & Knight LLP	2115 Harden Blvd	Lakeland	Florida	33802-2092	8/17/2007	\$ 2,051.71
Holland & Knight LLP	2115 Harden Blvd	Lakeland	Florida	33802-2092	9/7/2007	1,285.98
Holland & Knight LLP Total						\$ 3,337.69
Holman Group	P.O. Box 1100	Northridge	CA	91328-1100	7/20/2007	\$ 187.20
Holman Group	P.O. Box 1100	Northridge	CA	91328-1100	8/17/2007	177.84
Holman Group	P.O. Box 1100	Northridge	CA	91328-1100	9/7/2007	187.20
Holman Group Total						\$ 552.24
Home Depot	PO Box 6029	The Lakes	NV	89901-6029	7/20/2007	\$ 325.11
Home Depot	PO Box 6029	The Lakes	NV	89901-6029	8/17/2007	1,040.75
Home Depot Total						\$ 1,365.86
Hopkins & Carley	P.O. Box 1469	San Jose	CA	95109-1469	7/20/2007	\$ 2,073.00
Hopkins & Carley	P.O. Box 1469	San Jose	CA	95109-1469	7/27/2007	552.50
Hopkins & Carley	P.O. Box 1469	San Jose	CA	95109-1469	8/6/2007	797.50
Hopkins & Carley	P.O. Box 1469	San Jose	CA	95109-1469	8/15/2007	2,337.50
Hopkins & Carley	P.O. Box 1469	San Jose	CA	95109-1469	8/24/2007	595.00
Hopkins & Carley Total						\$ 7,355.50
HRPlus	P.O. Box 17288	Denver	CO	80217	6/22/2007	\$ 180.50
HRPlus	P.O. Box 17288	Denver	CO	80217	7/20/2007	187.00
HRPlus	P.O. Box 17288	Denver	CO	80217	8/31/2007	112.00
HRPlus Total						\$ 479.50
Ikon Financial Services	PO Box 650073	Dallas	TX	75265-0073	7/20/2007	\$ 422.18
Ikon Financial Services	PO Box 650073	Dallas	TX	75265-0073	7/27/2007	422.18
Ikon Financial Services	PO Box 650073	Dallas	TX	75265-0073	9/7/2007	441.68
Ikon Financial Services Total						\$ 1,286.04
IKON Office Solutions	Northwest District	Pasadena	CA	91109-7414	8/17/2007	\$ 17.99
IKON Office Solutions Total						\$ 17.99
Information Builders	PO Box 7247-7482	Philadelphia	PA	19170-7482	6/29/2007	\$ 3,577.74
Information Builders Total						\$ 3,577.74
Insight	P.O. BOX 78825	Phoenix	AZ	85062	7/20/2007	\$ 219.01
Insight Total						\$ 219.01
Iron Mountain Records Mgmt	PO Box 601002	Los Angeles	CA	90060-1002	6/29/2007	\$ 2,507.45
Iron Mountain Records Mgmt	PO Box 601002	Los Angeles	CA	90060-1002	8/24/2007	10,068.48
Iron Mountain Records Mgmt	PO Box 601002	Los Angeles	CA	90060-1002	8/31/2007	3,447.33
Iron Mountain Records Mgmt Total						\$ 16,023.26
Kaiser Foundation Health Plan	File Number 73030	San Francisco	CA	94160-3029	7/20/2007	\$ 4,291.10
Kaiser Foundation Health Plan	File Number 73030	San Francisco	CA	94160-3029	8/17/2007	10,360.74
Kaiser Foundation Health Plan	File Number 73030	San Francisco	CA	94160-3029	9/7/2007	8,430.63
Kaiser Foundation Health Plan Total						\$ 23,182.47
Lane Powell	1420 Fifth Ave	Seattle	Wa	98101-2338	6/22/2007	\$ 1,097.41
Lane Powell Total						\$ 1,097.41
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	6/22/2007	\$ 5,702.61
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	7/20/2007	323.75
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	7/27/2007	2,913.75
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	8/17/2007	277.50
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	8/24/2007	460.50
Lexnet	220 Halleck ST Suite 130	San Francisco	CA	94129	8/31/2007	92.50
Lexnet Total						\$ 9,772.61
LSI	C/O MacMunnis, Inc	Everston	IL	60201	7/22/2007	\$ 77,726.19
LSI	C/O MacMunnis, Inc	Everston	IL	60201	8/2/2007	78,157.86
LSI Total						\$ 155,884.05
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	6/22/2007	\$ 4,897.98
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	6/29/2007	2,992.39
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	7/20/2007	2,582.28
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	7/20/2007	9,391.05
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	7/27/2007	3,139.19
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	8/6/2007	2,949.77
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	8/17/2007	3,287.23
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	8/24/2007	3,384.23
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	8/31/2007	3,139.19
Manpower Staffing Services	PO Box 610880	San Jose	CA	95161-0880	9/7/2007	4,842.89
Manpower Staffing Services Total						\$ 48,706.20
MCI	P.O.Box 371392	Pittsburgh	PA	15250-7392	6/22/2007	\$ 1,821.33
MCI	P.O.Box 371392	Pittsburgh	PA	15250-7392	8/6/2007	1,816.76
MCI	P.O.Box 371392	Pittsburgh	PA	15250-7392	8/24/2007	860.51
MCI Total						\$ 4,498.60
MCI Worldcom	PO Box 96022	Charlotte	NC	28296-0022	7/20/2007	\$ 43.53
MCI Worldcom	PO Box 96022	Charlotte	NC	28296-0022	8/24/2007	43.85
MCI Worldcom Total						\$ 87.38
Mertz, John K.	26760 Adams Road	Los Gatos	CA	95033	7/20/2007	\$ 2,500.00
Mertz, John K.	26760 Adams Road	Los Gatos	CA	95033	8/15/2007	2,500.00
Mertz, John K. Total						\$ 5,000.00
MicroAge	PO Box 2941	Phoenix	AZ	85062-2941	7/27/2007	\$ 1,062.41
MicroAge	PO Box 2941	Phoenix	AZ	85062-2941	8/6/2007	625.66
MicroAge	PO Box 2941	Phoenix	AZ	85062-2941	8/24/2007	1,812.78
MicroAge Total						\$ 3,500.85
Mutual of Omaha	PO Box 31001-0290	Pasadena	CA	91110-0290	7/27/2007	\$ 1,757.73
Mutual of Omaha	PO Box 31001-0290	Pasadena	CA	91110-0290	8/17/2007	201.75
Mutual of Omaha Total						\$ 1,959.48
National Janitorial Services	2625 F Coffee Rd Suite 201	Modesto	CA	95355-2050	8/31/2007	\$ 2,401.08
National Janitorial Services	2625 F Coffee Rd Suite 201	Modesto	CA	95355-2050	9/7/2007	3,850.00
National Janitorial Services Total						\$ 6,251.08
Northland Control Systems, Inc	5177 Brandin Ct	Fremont	CA	94538	7/20/2007	\$ 465.00
Northland Control Systems, Inc Total						\$ 465.00
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	6/22/2007	\$ 508.96

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	7/20/2007	\$ 866.18
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	7/20/2007	\$ 789.83
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	7/27/2007	\$ 1,082.51
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	8/6/2007	\$ 371.24
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	8/15/2007	\$ 131.94
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	8/24/2007	\$ 792.03
Office Depot	PO Box 70001	Los Angeles	CA	90074-0025	9/7/2007	\$ 283.47
Office Depot Total						\$ 4,846.16
Perry Valassis	8505 Hillin Rd	Ben Lomond	CA	95005	7/19/2007	\$ 1,642.50
Perry Valassis Total						\$ 1,642.50
Philbin, Brendan	5883 Rue Ferruri	San Jose	CA	95138	7/20/2007	\$ 2,500.00
Philbin, Brendan	5883 Rue Ferruri	San Jose	CA	95138	8/14/2007	\$ 2,500.00
Philbin, Brendan	5883 Rue Ferruri	San Jose	CA	95138	8/15/2007	\$ 2,500.00
Philbin, Brendan	5883 Rue Ferruri	San Jose	CA	95138	9/7/2007	\$ 2,500.00
Philbin, Brendan Total						\$ 10,000.00
Postmaster	5706 Cahalan Ave	San Jose	CA	95123	7/17/2007	\$ 52.00
Postmaster Total						\$ 52.00
Pre-Paid Legal Services, Inc.	PO Box 2629	Ada	OK	74820-2629	6/22/2007	\$ 36.85
Pre-Paid Legal Services, Inc.	PO Box 2629	Ada	OK	74820-2629	7/27/2007	\$ 56.85
Pre-Paid Legal Services, Inc.	PO Box 2629	Ada	OK	74820-2629	8/24/2007	\$ 56.85
Pre-Paid Legal Services, Inc. Total						\$ 150.55
QWEST	PO Box 2348	Seattle	WA	98111-9035	8/6/2007	\$ 1,461.07
QWEST	PO Box 2348	Seattle	WA	98111-9035	8/31/2007	\$ 2,854.75
QWEST Total						\$ 4,315.82
Republic Indemnity Company of	PO Box 51060	Los Angeles	CA	90051-5360	7/20/2007	\$ 3,414.00
Republic Indemnity Company of	PO Box 51060	Los Angeles	CA	90051-5360	8/17/2007	\$ 3,382.00
Republic Indemnity Company of Total						\$ 6,796.00
Safe Place Storage	6880 Santa Teresa Blvd.	San Jose	CA	95119	6/29/2007	\$ 250.00
Safe Place Storage	6880 Santa Teresa Blvd.	San Jose	CA	95119	7/27/2007	\$ 250.00
Safe Place Storage	6880 Santa Teresa Blvd.	San Jose	CA	95119	8/5/2007	\$ 250.00
Safe Place Storage Total						\$ 750.00
SBC	Payment Center	Sacramento	CA	95887-0001	6/22/2007	\$ 4,467.05
SBC	Payment Center	Sacramento	CA	95887-0001	7/20/2007	\$ 127.30
SBC	Payment Center	Sacramento	CA	95887-0001	8/6/2007	\$ 4,188.35
SBC	Payment Center	Sacramento	CA	95887-0001	8/24/2007	\$ 3,731.13
SBC Total						\$ 12,513.83
Secretary of State of ND	State of North Dakota	Bismarck	ND	58506-5513	6/22/2007	\$ 40.00
Secretary of State of ND Total						\$ 40.00
Sheppard, Mullin, Richter & Hampton	Four Embarcadero Center, 17th Floor	San Francisco	CA	94111	9/14/2007	\$ 350,000.00
Sheppard, Mullin, Richter & Hampton	Four Embarcadero Center, 17th Floor	San Francisco	CA	94111	9/14/2007	\$ 3,192.65
Sheppard, Mullin, Richter & Hampton Total						\$ 353,192.65
Standard Insurance Company	PO Box 3357	Portland	OR	97208-3357	8/3/2007	\$ 484.12
Standard Insurance Company Total						\$ 484.12
Staples	Dept LA 1368	Chicago	IL	60696-3689	8/6/2007	\$ 96.81
Staples	Dept LA 1368	Chicago	IL	60696-3689	8/17/2007	\$ 219.46
Staples	Dept LA 1368	Chicago	IL	60696-3689	9/7/2007	\$ 12.36
Staples Total						\$ 328.63
Stevens Creek D&R	PO Box 60648	Los Angeles	CA	90060-0648	6/22/2007	\$ 667.41
Stevens Creek D&R	PO Box 60648	Los Angeles	CA	90060-0648	7/27/2007	\$ 1,453.87
Stevens Creek D&R	PO Box 60648	Los Angeles	CA	90060-0648	8/24/2007	\$ 1,274.88
Stevens Creek D&R Total						\$ 3,396.16
Tax Collect, Santa Clara County	70 W. Hedding Street	San Jose	CA	95110-1767	8/24/2007	\$ 9,065.00
Tax Collect, Santa Clara County Total						\$ 9,065.00
Taylor Made Leasing Company	1915 Mark Court	Concord	CA	94520	7/20/2007	\$ 190.54
Taylor Made Leasing Company	1915 Mark Court	Concord	CA	94520	8/15/2007	\$ 190.54
Taylor Made Leasing Company	1915 Mark Court	Concord	CA	94520	8/17/2007	\$ 105.55
Taylor Made Leasing Company Total						\$ 486.63
Telcordia Technologies	8 Corporate Plaza	Piscataway	NJ	8854	8/11/2007	\$ 7,501.73
Telcordia Technologies Total						\$ 7,501.73
Terminix International	PO Box 742592	Cincinnati	OH	45274-2592	6/29/2007	\$ 82.00
Terminix International	PO Box 742592	Cincinnati	OH	45274-2592	7/17/2007	\$ 82.00
Terminix International	PO Box 742592	Cincinnati	OH	45274-2592	8/24/2007	\$ 82.00
Terminix International Total						\$ 246.00
Three Way, Inc.	2940 Mead Avenue	Santa Clara	CA	95051	6/29/2007	\$ 555.00
Three Way, Inc.	2940 Mead Avenue	Santa Clara	CA	95051	7/27/2007	\$ 555.00
Three Way, Inc.	2940 Mead Avenue	Santa Clara	CA	95051	8/24/2007	\$ 555.00
Three Way, Inc. Total						\$ 1,665.00
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	6/22/2007	\$ 24,779.99
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	7/3/2007	\$ 39,314.17
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	7/18/2007	\$ 83,786.57
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	8/3/2007	\$ 22,364.53
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	8/15/2007	\$ 24,718.72
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	8/24/2007	\$ 14,776.00
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	8/31/2007	\$ 7,522.50
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	9/7/2007	\$ 20,044.50
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	9/14/2007	\$ 23,651.22
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	9/14/2007	\$ 35,699.71
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	9/14/2007	\$ 100,000.00
Tight Paton Armstrong Teasdale	1747 Pennsylvania Avenue, N.W.	Washington	DC	20006-4604	9/14/2007	\$ 19,520.69
Tight Paton Armstrong Teasdale Total						\$ 416,178.60
United Parcel Service	PO Box 894820	Los Angeles	CA	90189-4820	7/20/2007	\$ 653.03
United Parcel Service	PO Box 894820	Los Angeles	CA	90189-4820	7/27/2007	\$ 5.06
United Parcel Service	PO Box 894820	Los Angeles	CA	90189-4820	8/17/2007	\$ 5.61
United Parcel Service	PO Box 894820	Los Angeles	CA	90189-4820	8/24/2007	\$ 83.82
United Parcel Service Total						\$ 747.52
US BANCORP	PO Box 790408	St. Louis	MO	63179-0408	7/20/2007	\$ 1,734.06
US BANCORP	PO Box 790408	St. Louis	MO	63179-0408	7/27/2007	\$ 5,062.27
US BANCORP	PO Box 790408	St. Louis	MO	63179-0408	8/31/2007	\$ 16,425.82
US BANCORP Total						\$ 33,222.15
VAResources, Inc.	PO Box 973394	Dallas	TX	75397-3394	6/29/2007	\$ 2,145.45
VAResources, Inc.	PO Box 973394	Dallas	TX	75397-3394	8/15/2007	\$ 2,145.45
VAResources, Inc.	PO Box 973394	Dallas	TX	75397-3394	8/31/2007	\$ 2,442.74
VAResources, Inc. Total						\$ 6,733.64

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Verizon Wireless	PO Box 9622	Mission Hills	CA	91346-9622	7/20/2007	\$ 2,951.45
Verizon Wireless	PO Box 9622	Mission Hills	CA	91346-9622	7/27/2007	2,431.52
Verizon Wireless	PO Box 9622	Mission Hills	CA	91346-9622	9/7/2007	3,252.93
Verizon Wireless Total						\$ 8,635.90
Vision Service Plan	Group #12 017680 0001	San Francisco	CA	94145-5210	7/20/2007	\$ 599.86
Vision Service Plan	Group #12 017680 0001	San Francisco	CA	94145-5210	8/17/2007	595.10
Vision Service Plan	Group #12 017680 0001	San Francisco	CA	94145-5210	9/7/2007	534.38
Vision Service Plan Total						\$ 1,729.34
WorldCom	PO Box 382040	Pittsburgh	PA	15251-8040	6/22/2007	\$ 87,555.56
WorldCom	PO Box 382040	Pittsburgh	PA	15251-8040	6/29/2007	6,659.19
WorldCom	PO Box 73468	Chicago	IL	60673-7468	6/29/2007	628.25
WorldCom	PO Box 73468	Chicago	IL	60673-7468	7/20/2007	628.25
WorldCom	PO Box 382040	Pittsburgh	PA	15251-8040	8/6/2007	6,636.98
WorldCom	PO Box 382040	Pittsburgh	PA	15251-8040	8/24/2007	92,353.13
WorldCom	PO Box 382040	Pittsburgh	PA	15251-8040	8/31/2007	7,609.23
WorldCom	PO Box 73468	Chicago	IL	60673-7468	8/31/2007	1,636.25
WorldCom Total						\$ 202,766.78
Zajac & Perrone	15105 Concord Circle	Morgan Hill	CA	95037	9/14/2007	\$ 72,625.00
Zajac & Perrone	15105 Concord Circle	Morgan Hill	CA	95037	9/14/2007	1,474.00
Zajac & Perrone Total						\$ 76,099.00
Vendor Total						\$ 2,277,355.38

CUSTOMERS

Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	06/20/07	\$ 6,255.77
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	06/27/07	4,568.32
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	07/04/07	19,119.80
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	07/11/07	1,627.08
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	07/18/07	3,911.62
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	07/25/07	1,637.72
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	08/01/07	1,161.55
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	08/08/07	16,376.68
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	08/15/07	5,491.84
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	08/22/07	6,091.14
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	08/29/07	3,090.00
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	09/05/07	13,923.40
Air/Wave Communication	3020 Legacy Drive Suite 100-395	Piano	TX	75023	09/12/07	5,598.97
Air/Wave Communication Total						\$ 88,855.89
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	06/20/07	\$ 2,830.50
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	06/27/07	1,527.50
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	07/04/07	1,645.90
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	07/11/07	13,799.84
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	07/18/07	1,329.60
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	07/25/07	1,407.61
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	08/01/07	1,496.61
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	08/08/07	13,473.09
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	08/15/07	2,657.27
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	08/22/07	1,373.86
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	08/29/07	1,133.67
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	09/05/07	1,897.78
American Nortal	7975 North Hayden Suite D333	Scottsdale	AZ	85258	09/12/07	14,240.21
American Nortal Total						\$ 58,913.44
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	06/20/07	\$ 31,190.66
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	06/27/07	28,899.02
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	07/04/07	27,798.96
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	07/11/07	13,161.74
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	07/18/07	19,306.43
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	07/25/07	32,309.63
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	08/01/07	19,481.41
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	08/08/07	20,411.91
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	08/15/07	18,366.61
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	08/22/07	34,144.70
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	08/29/07	21,755.74
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	09/05/07	14,621.28
American Premium Warehouse	233 West Route 59	Nanuet	NY	10954	09/12/07	14,678.79
American Premium Warehouse Total						\$ 296,126.90
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	06/20/07	\$ 2,532.61
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	06/27/07	12,610.89
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	07/04/07	559.32
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	07/11/07	1,346.36
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	07/25/07	2,957.88
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	08/01/07	11,715.25
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	08/08/07	324.61
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	08/15/07	12,719.94
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	08/22/07	3,179.69
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	08/29/07	11,294.64
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	09/05/07	510.74
Ddd Calling, Inc.	5120 Woodway Suite 7009	Houston	TX	77056	09/12/07	1,445.65
Ddd Calling, Inc. Total						\$ 50,217.58
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	06/20/07	\$ 7,636.71
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	06/27/07	70,535.00
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	07/04/07	16,794.72
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	08/01/07	74,007.02
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	08/15/07	12,452.72
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	08/22/07	1,835.29
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	08/29/07	80,524.79
Email Discount Network	1844 Nob Hill Road Suite #142	Plantation	FL	33324	09/12/07	8,246.87
Email Discount Network Total						\$ 272,163.12
Enhanced Long Distance	PO Box 990165	Boston	MA	2199	08/22/07	\$ 7,919.92
Enhanced Long Distance	PO Box 990165	Boston	MA	2199	08/29/07	20,470.41
Enhanced Long Distance	PO Box 990165	Boston	MA	2199	09/12/07	14,901.32
Enhanced Long Distance Total						\$ 43,291.65

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	06/20/07	\$ 11,963.66
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	06/20/07	12,667.90
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	06/27/07	12,662.36
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	06/27/07	16,445.87
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/04/07	1,208.83
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/04/07	7,601.20
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/11/07	3,864.74
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/11/07	19,909.50
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/18/07	6,882.00
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/18/07	24,638.38
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/25/07	9,491.11
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	07/25/07	11,098.77
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/01/07	10,732.59
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/01/07	20,083.93
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/06/07	2,171.02
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/06/07	17,744.47
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/15/07	5,977.12
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/15/07	27,912.39
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/22/07	11,663.02
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/22/07	11,374.09
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/29/07	10,132.90
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	08/29/07	17,277.24
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	09/12/07	2,866.83
Enhanced Voice Mail	1069 West Broad Street #711	Falls Church	VA	22046	09/12/07	19,197.82
Enhanced Voice Mail Total						\$ 295,169.74
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	06/20/07	\$ 1,818.45
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	06/27/07	7,010.05
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	07/04/07	20,712.42
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	07/11/07	98.27
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	07/18/07	1,433.33
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	07/25/07	6,123.74
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	08/01/07	15,669.95
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	08/08/07	550.16
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	08/15/07	1,490.66
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	08/22/07	5,957.92
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	08/29/07	3,738.81
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	09/05/07	14,855.15
Galaxy.Com	85 Atlantic Street	Hackensack	NJ	7601	09/12/07	2,261.18
Galaxy.Com Total						\$ 81,720.09
Isne, Llc	1117 Desert Lane #1119	Las Vegas	NV	89102	09/05/07	\$ 30,000.00
Isne, Llc Total						\$ 30,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	07/04/07	\$ 133,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	07/18/07	75,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	08/07/07	50,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	08/10/07	150,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	08/16/07	280,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	08/16/07	100,000.00
Inmate Calling Solutions, LLC [1]	5883 Rue Ferrari	San Jose	CA	95138	09/14/07	281,000.00
Inmate Calling Solutions, LLC Total [1]						\$ 1,069,000.00
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	06/20/07	\$ 3,000.33
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	06/27/07	3,745.30
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	07/04/07	3,727.57
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	07/11/07	4,018.21
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	07/18/07	3,465.14
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	07/25/07	2,612.33
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	08/01/07	3,734.48
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	08/08/07	4,715.02
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	08/15/07	4,533.80
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	08/22/07	2,480.66
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	08/29/07	4,708.85
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	09/05/07	4,991.71
Info Dial Usa, LLC	11470 Euclid Ave. Unit 251	Cleveland	OH	44106	09/12/07	4,635.33
Info Dial Usa, LLC Total						\$ 51,548.93
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	06/20/07	\$ 6,894.18
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	06/27/07	4,430.58
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	07/04/07	5,393.77
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	07/11/07	5,385.07
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	07/18/07	5,210.21
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	07/25/07	4,585.42
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	08/01/07	2,958.09
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	08/08/07	2,376.52
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	08/15/07	2,420.53
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	08/22/07	5,597.59
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	08/29/07	5,014.17
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	09/05/07	6,126.94
Info Serv (Allstate)	21612 Nordhoff Street	Chatsworth	CA	91314	09/12/07	7,419.15
Info Services 900 (Allstate) Total						\$ 63,922.22
Info Serv (Be Telecom)	14175 Icot Blvd. Suite 100	Clearwater	FL	33760	07/18/07	\$ 10,934.56
Info Serv (Be Telecom)	14175 Icot Blvd. Suite 100	Clearwater	FL	33760	08/01/07	(10,934.56)
Info Services 900 (Be Telecom) Total						\$ -
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	06/20/07	\$ 9,932.55
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	06/27/07	1,618.10
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	06/27/07	9,348.76
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	06/27/07	1,585.80
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/04/07	9,010.82
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/04/07	2,692.64
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/11/07	3,190.80
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/18/07	6,875.83
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/18/07	11,910.88
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/25/07	7,585.11
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	07/25/07	19,248.55
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/01/07	9,903.33
Info Serv (Tellus, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/01/07	2,733.06

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/15/07	3,540.30
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/15/07	2,448.45
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/22/07	9,443.08
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/22/07	2,223.39
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/29/07	9,463.85
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	08/29/07	2,120.13
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	09/05/07	9,228.40
Info Serv (Telius, LLC)	9093 Technology Dr. Suite 104	Fishers	IN	46038	09/05/07	3,075.24
Info Serv (Telius, LLC) Total						\$ 137,199.47
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	06/20/07	\$ 53,310.52
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	06/27/07	19,774.00
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	07/04/07	46,999.31
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	07/11/07	4,462.43
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	07/18/07	38,272.00
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	07/25/07	15,614.04
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	08/01/07	57,987.73
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	08/08/07	337.79
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	08/15/07	8,930.48
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	08/22/07	37,144.39
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	08/29/07	39,862.30
Info Source Usa, Inc.	10229 Lakeshore Blvd.	Bratenahl	OH	44108	09/05/07	22,853.54
Info Source Usa, Inc. Total						\$ 344,648.53
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	06/20/07	\$ 35,557.24
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	06/27/07	60,082.19
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	07/04/07	32,963.77
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	07/18/07	24,830.23
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	07/25/07	24,923.55
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	08/01/07	92,484.81
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	08/15/07	33,516.04
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	08/22/07	25,297.22
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	08/29/07	87,158.45
Intecom Messaging	8201 Peters Road Suite #1000	Plantation	FL	33322	09/12/07	32,153.27
Intecom Messaging Total						\$ 438,966.77
La Follette Associates	6701 Sebold Road Suite 102	Madison	WI	53719	08/01/07	\$ 15,498.32
La Follette Associates Total						\$ 15,498.32
Ldc Telecom	40347 US Hwy 19N #232	Tarpon Springs	FL	34689	06/20/07	\$ 1,538.46
Ldc Telecom	40347 US Hwy 19N #232	Tarpon Springs	FL	34689	06/20/07	2,101.93
Ldc Telecom	40347 US Hwy 19N #232	Tarpon Springs	FL	34689	06/27/07	466.53
Ldc Telecom	40347 US Hwy 19N #232	Tarpon Springs	FL	34689	06/27/07	1,639.26
Ldc Telecom Total						\$ 5,746.18
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	07/04/07	\$ 9,358.11
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	07/11/07	1,079.91
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	07/18/07	8,371.33
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	08/08/07	5,770.88
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	08/22/07	6,610.57
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	09/05/07	3,428.49
Maddie Comm. Corp (Hlt)	8160 Maddison Avenue	Burr Ridge	IL	60527	09/12/07	6,056.52
Maddie Comm. Corp (Hlt) Total						\$ 40,675.81
Madison Cnty Tn	5883 Rue Fennel	San Jose	CA	95138	06/20/07	\$ 2,348.74
Madison Cnty Tn Total						\$ 2,348.74
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	06/20/07	\$ 7,999.17
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	06/27/07	2,333.19
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	07/04/07	9,275.15
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	07/11/07	138.90
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	07/18/07	3,423.03
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	07/25/07	4,674.88
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	08/01/07	2,919.78
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	08/15/07	1,202.10
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	08/22/07	6,990.94
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	08/29/07	9,449.89
Mytelbills	P.O. Box 80074	Rancho Santa Margarita	CA	92688	09/05/07	10,714.01
Mytelbills Total						\$ 58,183.04
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	06/20/07	\$ 49,814.26
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	06/27/07	30,914.27
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	07/04/07	32,840.35
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	07/11/07	24,670.96
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	07/18/07	26,990.88
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	07/25/07	27,945.08
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	08/01/07	15,208.08
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	08/08/07	24,465.48
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	08/15/07	27,129.15
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	08/22/07	27,951.96
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	08/29/07	26,044.97
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	09/05/07	29,301.29
National Brands, Inc.	4633 W. Polk Street	Phoenix	AZ	85043	09/12/07	24,710.02
National Brands, Inc. Total						\$ 377,086.75
National Comm. Team	2900 Mill Street	Reno	NV	89502	08/15/07	\$ 33,375.00
National Comm. Team Total						\$ 33,375.00
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	06/20/07	\$ 4,011.23
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	06/20/07	944.38
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	06/27/07	51,752.11
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	06/27/07	33,184.49
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	07/04/07	76,080.88
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	07/11/07	9,124.73
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	07/18/07	13,332.56
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	07/25/07	4,542.84
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/01/07	3,296.73
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/08/07	799.41
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/15/07	14,512.13
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/22/07	7,955.85
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/29/07	47,216.99
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/05/07	27,475.17
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/12/07	70,993.47

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/08/07	5,680.34
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/15/07	5,764.41
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/15/07	1,105.27
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/22/07	9,450.07
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/22/07	7,843.97
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/29/07	46,474.21
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	08/29/07	27,073.48
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/05/07	67,337.44
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/05/07	6,275.85
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/12/07	13,281.69
National Online Service	11900 Biscayne Blvd.	Miami	FL	33181	09/12/07	4,686.92
National Online Service Total						\$ 564,216.62
National Toll Free	PO Box 990165	Boston	MA	2199	06/20/07	9,199.78
National Toll Free	PO Box 990165	Boston	MA	2199	06/27/07	11,648.41
National Toll Free	PO Box 990165	Boston	MA	2199	07/04/07	12,449.61
National Toll Free	PO Box 990165	Boston	MA	2199	07/18/07	12,955.25
National Toll Free	PO Box 990165	Boston	MA	2199	07/25/07	8,713.03
National Toll Free	PO Box 990165	Boston	MA	2199	08/01/07	15,541.66
National Toll Free	PO Box 990165	Boston	MA	2199	08/08/07	9,339.63
National Toll Free	PO Box 990165	Boston	MA	2199	08/15/07	15,749.28
National Toll Free	PO Box 990165	Boston	MA	2199	08/22/07	13,469.04
National Toll Free	PO Box 990165	Boston	MA	2199	08/29/07	14,835.95
National Toll Free	PO Box 990165	Boston	MA	2199	09/05/07	14,207.81
National Toll Free	PO Box 990165	Boston	MA	2199	09/12/07	12,334.54
National Toll Free Total						\$ 149,044.09
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	06/20/07	19,306.56
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	06/20/07	17.88
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	06/27/07	20,080.14
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	06/27/07	785.74
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/04/07	4,766.98
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/04/07	177.09
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/11/07	14,011.96
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/18/07	8,661.57
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/25/07	9,831.15
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	07/25/07	356.63
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/01/07	20,420.86
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/01/07	110.38
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/08/07	12,242.95
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/15/07	9,935.00
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/15/07	840.47
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/22/07	10,997.50
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/22/07	373.89
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/29/07	19,104.61
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	08/29/07	109.14
Nationwide Voice Mail Inc	1350 Beverly Road Suite 115 #448	McLean	VA	22101	09/12/07	10,753.68
Nationwide Voice Mail Inc Total						\$ 161,084.18
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	06/20/07	33,186.74
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	06/20/07	741.83
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	06/27/07	23,822.58
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	06/27/07	417.22
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/04/07	810.60
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/04/07	290.00
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/11/07	18,899.59
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/11/07	328.66
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/18/07	15,930.36
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/18/07	256.92
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/25/07	25,019.55
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	07/25/07	510.75
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/01/07	20,406.12
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/08/07	18,734.89
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/08/07	80.72
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/15/07	15,664.55
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/15/07	227.80
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/22/07	23,998.11
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/22/07	460.54
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/29/07	22,148.05
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	08/29/07	238.51
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	09/05/07	2,943.12
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	09/05/07	29.74
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	09/12/07	16,383.01
Nationwide Voice Message	6689 Orchard Lake Rd. #130	West Bloomfield	MI	48322	09/12/07	157.07
Nationwide Voice Message Total						\$ 241,687.02
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	06/20/07	5,520.89
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	06/27/07	7,719.54
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	07/04/07	7,334.96
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	07/11/07	17,692.01
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	07/18/07	8,930.63
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	07/25/07	6,086.53
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	08/01/07	2,134.98
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	08/08/07	12,539.98
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	08/15/07	19,507.25
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	08/22/07	5,357.87
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	08/29/07	2,991.74
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	09/05/07	3,488.49
Navaho Networks	170 University Avenue Suite 602	Toronto	Ontario	Canada M5H 3B3	09/12/07	14,593.01
Navaho Networks Total						\$ 113,897.90
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	06/20/07	4,606.02
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	06/27/07	2,060.63
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	07/04/07	5,234.98
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	07/11/07	1,259.55
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	07/18/07	2,486.30
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	07/25/07	1,220.22

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	08/01/07	4,491.49
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	08/08/07	2,097.25
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	08/15/07	2,408.41
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	08/22/07	1,765.32
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	08/29/07	3,636.70
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	09/05/07	2,732.43
Norstar Marketing Group	26750 US Highway 19N Suite 550	Clearwater	FL	33761	09/12/07	1,091.98
Norstar Marketing Group Total						\$ 35,091.28
North County Comm. Cor	4008 Taylor Street Suite 201	San Diego	CA	92110	08/01/07	47,307.21
North County Comm. Cor	4008 Taylor Street Suite 201	San Diego	CA	92110	09/05/07	14,174.01
North County Comm. Cor Total						\$ 61,481.24
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	06/20/07	3,890.16
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	06/20/07	13,790.57
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	06/27/07	3,471.39
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	06/27/07	8,185.05
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/04/07	433.78
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/04/07	2,775.88
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/11/07	2,885.14
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/11/07	6,446.48
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/18/07	3,377.54
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/18/07	8,039.96
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/25/07	4,535.53
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	07/25/07	9,117.27
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/01/07	7,702.48
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/01/07	8,628.74
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/08/07	2,143.63
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/08/07	5,272.37
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/15/07	2,265.28
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/15/07	8,068.07
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/22/07	3,737.02
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/22/07	10,091.71
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/29/07	2,749.04
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	08/29/07	8,804.34
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	09/05/07	573.60
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	09/05/07	1,036.21
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	09/12/07	1,360.85
Optimum Voicemail, Inc.	5517-10 Neconset Hwy	Mt. Sinai	NY	11766	09/12/07	5,562.54
Optimum Voicemail, Inc. Total						\$ 138,944.63
Path Enterprises	177 Parkside Drive	Union	NJ	7083	06/20/07	\$ 1,501.88
Path Enterprises	177 Parkside Drive	Union	NJ	7083	06/27/07	2,306.03
Path Enterprises	177 Parkside Drive	Union	NJ	7083	07/04/07	2,026.08
Path Enterprises	177 Parkside Drive	Union	NJ	7083	07/11/07	2,175.04
Path Enterprises	177 Parkside Drive	Union	NJ	7083	07/18/07	2,274.93
Path Enterprises	177 Parkside Drive	Union	NJ	7083	07/25/07	2,345.53
Path Enterprises	177 Parkside Drive	Union	NJ	7083	08/01/07	1,451.50
Path Enterprises	177 Parkside Drive	Union	NJ	7083	08/08/07	1,387.84
Path Enterprises	177 Parkside Drive	Union	NJ	7083	08/15/07	209.47
Path Enterprises	177 Parkside Drive	Union	NJ	7083	08/22/07	3,888.76
Path Enterprises	177 Parkside Drive	Union	NJ	7083	08/29/07	1,715.78
Path Enterprises	177 Parkside Drive	Union	NJ	7083	09/05/07	1,169.19
Path Enterprises	177 Parkside Drive	Union	NJ	7083	09/12/07	1,024.87
Path Enterprises Total						\$ 23,556.90
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	06/21/07	\$ 106,795.37
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	06/29/07	629,109.80
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/05/07	863,863.00
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/09/07	138,000.00
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/11/07	134,244.68
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/18/07	269,301.01
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/25/07	251,896.34
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	07/27/07	612,534.15
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	08/02/07	459,114.30
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	08/07/07	303,331.25
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	08/16/07	527,584.57
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	08/23/07	559,389.67
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	08/30/07	118,281.10
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	09/06/07	1,158,575.51
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	09/13/07	423,613.26
PaymentOne Corporation Total						\$ 6,574,834.01
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	06/20/07	\$ 519.25
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	06/29/07	13,746.25
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	06/27/07	493.27
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	06/27/07	12,961.41
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/04/07	653.44
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/04/07	4,605.38
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/11/07	582.29
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/11/07	7,395.08
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/18/07	1,004.41
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/18/07	13,884.89
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/25/07	314.36
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	07/25/07	8,799.36
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/08/07	977.50
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/08/07	11,512.20
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/15/07	1,441.01
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/15/07	12,100.89
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/22/07	989.46
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/22/07	16,426.44
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/29/07	1,187.32
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	08/29/07	13,192.99
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	09/05/07	1,740.27
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	09/12/07	1,863.25
Pcs Lincoln County	11859 Wilshire Blvd. Suite 600	Los Angeles	CA	90025	09/12/07	7,303.68
Pcs Lincoln County Total						\$ 183,694.69
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	06/20/07	\$ 41,369.73

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	06/27/07	55,572.09
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	07/04/07	56,292.52
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	07/11/07	7,181.49
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	07/18/07	46,673.72
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	07/25/07	60,371.57
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	08/01/07	34,169.00
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	08/08/07	15,370.94
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	08/15/07	80,162.20
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	08/22/07	51,450.23
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	08/29/07	65,364.74
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	09/05/07	46,983.79
Personal Voice	16807 US Hwy 19 North Suite A	Clearwater	FL	33764	09/12/07	24,825.07
Personal Voice Total						\$ 586,787.69
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	06/20/07	\$ 23,069.89
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	06/27/07	23,044.55
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	07/04/07	23,408.34
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	07/11/07	1,816.50
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	07/18/07	20,647.93
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	07/25/07	20,243.83
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	08/01/07	23,666.14
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	08/08/07	10,511.55
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	08/15/07	25,415.36
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	08/22/07	23,667.58
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	08/29/07	34,797.41
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	09/05/07	28,034.20
PFI Financial LLC (Agora Solutions)	1624 Harmon Place Suite #305	Minneapolis	MN	55403	09/12/07	6,646.77
PFI Financial LLC (Agora Solutions) Total						\$ 254,970.05
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	06/20/07	\$ 64,212.90
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	06/27/07	145,130.64
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	07/04/07	139,036.71
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	07/11/07	36,430.41
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	07/18/07	72,606.20
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	07/25/07	118,133.22
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/01/07	96,829.91
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/08/07	60,175.00
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/15/07	90,034.21
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/22/07	156.76
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/29/07	37,644.98
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	08/29/07	173,744.12
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	09/05/07	107,002.63
PFI Financial LLC (Globally)	785 Market Street Suite 900	San Francisco	CA	94103	09/12/07	91,008.03
PFI Financial LLC (Globally) Total						\$ 1,232,145.72
PFI Financial LLC (National Y-Net Telecom)	3650 Winding Way Suite 100	Newtown Square	PA	19073	06/27/07	\$ 14,897.00
PFI Financial LLC (National Y-Net Telecom)	3650 Winding Way Suite 100	Newtown Square	PA	19073	08/01/07	14,897.00
PFI Financial LLC (National Y-Net Telecom)	3650 Winding Way Suite 100	Newtown Square	PA	19073	08/29/07	14,897.00
PFI Financial LLC (National Y-Net Telecom) Total						\$ 44,691.00
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	06/20/07	\$ 3,683.88
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	06/20/07	14,653.08
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	06/27/07	4,949.84
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	06/27/07	23,353.37
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/04/07	182.33
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/04/07	1,831.79
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/11/07	699.94
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/11/07	13,507.33
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/18/07	2,679.30
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/18/07	14,436.36
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/25/07	3,158.34
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	07/25/07	9,545.32
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/01/07	2,835.19
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/01/07	22,717.76
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/08/07	65.42
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/08/07	12,607.64
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/15/07	2,748.02
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/15/07	14,868.81
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/22/07	1,782.32
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/22/07	9,944.62
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/29/07	3,123.22
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	08/29/07	21,721.68
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	09/05/07	354.52
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	09/05/07	3,391.68
Residential Voice Mail	50 Hill Street Suite #161	Southampton	NY	11968	09/12/07	12,077.07
Residential Voice Mail Total						\$ 281,919.43
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	06/20/07	\$ 72,466.18
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	06/27/07	13,518.36
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	07/04/07	36,416.07
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	07/11/07	1,388.75
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	07/18/07	12,499.18
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	07/25/07	75,666.69
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	08/01/07	11,485.87
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	08/08/07	34,133.17
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	08/15/07	13,394.57
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	08/22/07	74,798.10
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	08/29/07	9,159.27
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	09/05/07	37,902.69
Rrv Enterprises	2400 Augusta Dr. Suite 262	Houston	TX	77057	09/12/07	9,821.87
Rrv Enterprises Total						\$ 402,650.97
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	06/20/07	\$ 1,040.42
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	06/27/07	49,732.56
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	07/04/07	10,236.53
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	07/11/07	5,829.73
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	07/18/07	921.02
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	07/25/07	9,916.53
Sho Online	11900 Biscayne Blvd.	Miami	FL	33181	08/01/07	40,844.34

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRITEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	08/08/07	7,497.24
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	08/15/07	595.12
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	08/22/07	6,711.76
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	08/29/07	43,920.96
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	09/05/07	4,061.38
Sba Online	11900 Biscayne Blvd.	Miami	FL	33181	09/12/07	6,096.29
Sba Online Total						\$ 187,415.90
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	06/27/07	\$ 2,179.35
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	07/04/07	7,497.57
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	07/25/07	1,103.08
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/01/07	1,423.34
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/15/07	9,887.37
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/22/07	3,626.00
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/29/07	9,522.78
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	09/05/07	2,444.85
Telco Billing Inc.	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	09/12/07	590.99
Telco Billing Inc Total						\$ 40,275.33
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	06/20/07	\$ 23,386.46
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	06/27/07	24,160.37
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	07/04/07	26,328.91
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	07/11/07	23,716.51
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	07/25/07	18,940.39
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	08/01/07	25,086.95
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	08/08/07	16,792.58
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	08/15/07	28,656.51
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	08/22/07	19,748.84
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	08/29/07	22,996.06
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	09/05/07	26,499.33
Telecom Access Network	5724 Forest Bend Dr. Suite B	Arlington	TX	76010	09/12/07	21,718.21
Telecom Access Network Total						\$ 278,831.66
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	06/20/07	\$ 6,524.25
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	06/27/07	4,370.91
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	07/04/07	19,434.20
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	07/11/07	5,719.91
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	07/25/07	5,031.14
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	08/01/07	18,992.47
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	08/08/07	2,396.32
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	08/15/07	652.12
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	08/22/07	12,794.57
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	09/05/07	551.15
Thermo Credit (Designone Hosting)	2445 Poppywood Road	Knoxville	TN	37932	09/12/07	3,960.51
Thermo Credit (Designone Hosting) Total						\$ 80,427.55
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	06/20/07	\$ 38,758.43
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	06/27/07	51,276.11
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	07/04/07	1,839.49
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	07/11/07	45,205.05
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	07/18/07	52,050.13
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	07/25/07	49,959.40
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	08/01/07	60,272.54
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	08/08/07	26,819.61
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	08/15/07	69,128.36
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	08/22/07	70,449.51
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	08/29/07	60,674.93
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	09/05/07	58,341.49
Thermo Credit (Horizon Telecom, Inc.)	P.O. Box 140742	Orlando	FL	32814	09/12/07	32,880.12
Thermo Credit (Horizon Telecom, Inc.) Total						\$ 617,655.37
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	6/20/2007	\$ 142,211.10
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	6/27/2007	202,552.52
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	7/4/2007	183,174.23
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	7/11/2007	153,868.74
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	7/18/2007	204,280.92
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	7/25/2007	188,703.31
Thermo Credit (ICS)	1251 Poydras Street, Suite 500	New Orleans	LA	70114	7/25/2007	592.01
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	8/1/2007	164,206.43
Thermo Credit (ICS)	1252 Poydras Street, Suite 500	New Orleans	LA	70115	8/1/2007	2,033.55
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	8/8/2007	141,839.63
Thermo Credit (ICS)	1253 Poydras Street, Suite 500	New Orleans	LA	70116	8/8/2007	1,931.76
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	8/15/2007	198,166.85
Thermo Credit (ICS)	1254 Poydras Street, Suite 500	New Orleans	LA	70117	8/15/2007	1,557.07
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	8/22/2007	188,576.71
Thermo Credit (ICS)	1255 Poydras Street, Suite 500	New Orleans	LA	70118	8/22/2007	1,401.13
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	8/29/2007	211,469.38
Thermo Credit (ICS)	1256 Poydras Street, Suite 500	New Orleans	LA	70119	8/29/2007	1,833.08
Thermo Credit (ICS)	1257 Poydras Street, Suite 500	New Orleans	LA	70120	9/5/2007	1,635.10
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	9/5/2007	166,992.46
Thermo Credit (ICS)	1258 Poydras Street, Suite 500	New Orleans	LA	70121	9/12/2007	1,164.80
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	9/12/2007	148,193.96
Thermo Credit (ICS) Total						\$ 2,306,384.74
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	06/20/07	\$ 742.40
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	06/27/07	4,435.53
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	07/04/07	6,206.86
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	07/11/07	320.32
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	07/18/07	1,953.39
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	07/25/07	1,701.32
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	08/01/07	964.99
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	08/08/07	3,064.54
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	08/15/07	612.71
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	08/22/07	1,545.48
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	08/29/07	1,052.80
Thermo Credit (Qtel)	3100 Independence Pkwy Suite 311-415	Plano	TX	75075	09/05/07	2,542.23
Thermo Credit (Qtel) Total						\$ 25,142.67
Thermo Credit (Skytel)	P.O. Box 140742	Orlando	FL	32814	06/20/07	\$ 133.17
Thermo Credit (Skytel)	P.O. Box 140742	Orlando	FL	32814	06/27/07	370.16

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	07/04/07	468.86
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	07/18/07	15,509.07
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	07/25/07	7,085.44
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	08/01/07	15,573.63
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	08/12/07	11,694.21
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	08/29/07	55.97
Thermo Credit (Skynet)	P.O. Box 140742	Orlando	FL	32814	09/05/07	156.62
Thermo Credit (Skynet) Total						\$ 51,647.13
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	06/20/07	\$ 2,231.18
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	06/27/07	1,906.00
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	07/04/07	2,342.39
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	07/11/07	1,379.61
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	07/18/07	1,692.00
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	07/25/07	1,548.31
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	08/01/07	2,191.85
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	08/15/07	4,558.23
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	08/22/07	1,821.11
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	08/29/07	1,606.64
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	09/05/07	2,175.24
Today's Resources	1851 Peeler Road Suite D	Atlanta	GA	30338	09/12/07	1,115.51
Today's Resources Total						\$ 24,648.67
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	06/27/07	\$ 1,925.74
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	07/04/07	279.66
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	07/11/07	1,644.17
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	07/18/07	2,402.07
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	07/25/07	230.40
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	08/01/07	2,951.65
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	08/08/07	1,565.85
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	08/15/07	2,256.53
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	08/22/07	769.33
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	08/29/07	2,268.31
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	09/05/07	207.36
Toll-Free Voice Messaging	PO Box 990165	Boston	MA	2199	09/12/07	1,543.55
Toll-Free Voice Messaging Total						\$ 18,444.62
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	06/20/07	\$ 25,298.38
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	06/27/07	16,562.95
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	07/04/07	25,436.90
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	07/11/07	9,164.58
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	07/18/07	18,229.24
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	07/25/07	25,048.06
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	08/01/07	14,820.50
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	08/08/07	19,207.26
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	08/15/07	19,696.08
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	08/22/07	30,665.41
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	08/29/07	16,308.13
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	09/05/07	18,893.66
Total 1 Protect	14001 63rd Way N.	Clearwater	FL	33760	09/12/07	16,778.30
Total 1 Protect Total						\$ 255,909.45
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	06/20/07	\$ 24,479.56
United Voice Messaging	PO Box 990165	Boston	MA	2199	06/20/07	820.68
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	06/27/07	23,328.97
United Voice Messaging	PO Box 990165	Boston	MA	2199	06/27/07	570.01
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	07/04/07	4,757.65
United Voice Messaging	PO Box 990165	Boston	MA	2199	07/04/07	222.90
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	07/11/07	16,429.00
United Voice Messaging	PO Box 990165	Boston	MA	2199	07/18/07	19,814.83
United Voice Messaging	PO Box 990165	Boston	MA	2199	07/18/07	298.49
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	07/25/07	18,557.04
United Voice Messaging	PO Box 990165	Boston	MA	2199	07/25/07	1,138.20
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	08/01/07	21,430.36
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	08/08/07	14,369.44
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	08/15/07	19,589.79
United Voice Messaging	PO Box 990165	Boston	MA	2199	08/15/07	271.00
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	08/22/07	19,815.02
United Voice Messaging	PO Box 990165	Boston	MA	2199	08/22/07	224.29
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	08/29/07	22,515.88
United Voice Messaging	PO Box 990165	Boston	MA	2199	08/29/07	91.25
United Voice Messaging	1001 Village Road	Orwigsburg	PA	17961	09/12/07	11,930.80
United Voice Messaging Total						\$ 223,655.18
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	06/20/07	\$ 1,852.42
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	06/27/07	1,612.69
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	07/04/07	2,834.28
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	07/11/07	1,483.00
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	07/18/07	1,719.80
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	07/25/07	1,319.29
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	08/01/07	2,310.74
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	08/15/07	1,346.88
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	08/22/07	1,646.04
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	08/29/07	955.00
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	09/05/07	2,687.92
Valuel	1851 Peeler Road Suite D	Atlanta	GA	30338	09/12/07	1,609.88
Valuel Total						\$ 21,377.94
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/20/07	\$ 1,932.94
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/20/07	3,954.96
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/20/07	10.77
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/27/07	2,046.41
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/27/07	3,732.38
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	06/27/07	45.59
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/04/07	1,632.68
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/04/07	3,849.13
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/04/07	39.89
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/11/07	1,182.63
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/11/07	3,792.71

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/18/07	761.95
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/18/07	1,483.15
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/18/07	5.31
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/25/07	1,093.20
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/25/07	2,629.64
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	07/25/07	57.49
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/01/07	828.44
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/01/07	3,001.45
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/08/07	1,663.47
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/08/07	2,586.64
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/08/07	18.37
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/08/07	3.76
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/15/07	1,055.11
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/15/07	1,373.78
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/15/07	5.20
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/22/07	1,201.25
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/22/07	2,810.46
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/22/07	41.15
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/29/07	1,194.26
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/29/07	2,628.78
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	08/29/07	21.00
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	09/05/07	168.75
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	09/05/07	100.46
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	09/12/07	988.86
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	09/12/07	3,111.40
World Web Access	1 Blue Hill Plaza PO Box 1665	Pearl River	NY	10965	09/12/07	2.04
World Web Access Total						\$ 52,045.06
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	06/27/07	\$ 6,875.98
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	07/04/07	\$ 53,471.46
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/01/07	\$ 6,139.12
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/08/07	\$ 3,510.08
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/15/07	\$ 69,439.38
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/22/07	\$ 25,439.27
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	08/29/07	\$ 9,931.55
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	09/05/07	\$ 50,047.67
Yellow Page Net	4840 East Jasmine Street Suite 105	Mesa	AZ	85205	09/12/07	\$ 8,604.90
Yellow Page Net Total						\$ 233,868.41
Customer Total						\$ 19,263,303.18

TAXING AUTHORITIES

Alabama Department of Revenue	P.O. Box 327790	Montgomery	Alabama	36132-7790	6/20/2007	\$ 6,117.98
Alabama Department of Revenue	P.O. Box 327790	Montgomery	Alabama	36132-7790	7/20/2007	\$ 4,557.20
Alabama Department of Revenue	P.O. Box 327790	Montgomery	Alabama	36132-7790	8/20/2007	\$ 3,788.62
Alabama Department of Revenue Total						\$ 14,463.80
Arizona Department of Revenue	P.O. Box 29010	Phoenix	AZ	85038-9010	6/20/2007	\$ 3,776.01
Arizona Department of Revenue	P.O. Box 29010	Phoenix	AZ	85038-9010	7/20/2007	\$ 3,724.75
Arizona Department of Revenue	P.O. Box 29010	Phoenix	AZ	85038-9010	8/20/2007	\$ 3,649.32
Arizona Department of Revenue Total						\$ 11,150.08
Arkansas Department of Revenue	P.O. Box 3861	Little Rock	Arkansas	72203-3861	6/20/2007	\$ 990.00
Arkansas Department of Revenue	P.O. Box 3861	Little Rock	Arkansas	72203-3861	7/20/2007	\$ 858.00
Arkansas Department of Revenue	P.O. Box 3861	Little Rock	Arkansas	72203-3861	8/20/2007	\$ 908.00
Arkansas Department of Revenue Total						\$ 2,756.00
California Emergency Telephone Users Surcharge	450 N Street, MIC:56, PO Box 941879	Sacramento	CA	94279-0056	6/30/2007	\$ 991.74
California Emergency Telephone Users Surcharge	450 N Street, MIC:56, PO Box 941879	Sacramento	CA	94279-0056	7/30/2007	\$ 1,016.09
California Emergency Telephone Users Surcharge	450 N Street, MIC:56, PO Box 941879	Sacramento	CA	94279-0056	8/30/2007	\$ 1,061.43
California Emergency Telephone Users Surcharge Total						\$ 3,069.26
Cameron County	P.O. Box 952	Brownsville	TX	78522-0952	6/20/2007	\$ 6.43
Cameron County Total						\$ 6.43
Chicago Department of Revenue	22149 Network Place	Chicago	Illinois	60673-1221	6/30/2007	\$ 8,361.64
Chicago Department of Revenue	22149 Network Place	Chicago	Illinois	60673-1221	6/30/2007	\$ 1,574.00
Chicago Department of Revenue	22149 Network Place	Chicago	Illinois	60673-1221	7/30/2007	\$ 220.75
Chicago Department of Revenue	22149 Network Place	Chicago	Illinois	60673-1221	7/30/2007	\$ 1,523.00
Chicago Department of Revenue	22149 Network Place	Chicago	Illinois	60673-1221	8/30/2007	\$ 1,729.00
Chicago Department of Revenue Total						\$ 13,408.39
City and County of Broomfield	P.O. Box 407	Broomfield	CO	80038-0407	7/20/2007	\$ 131.00
City and County of Broomfield Total						\$ 131.00
City Hall - King City	212 South Vanverhurst	King City	CA	93930	6/30/2007	\$ 8.40
City Hall - King City	212 South Vanverhurst	King City	CA	93930	7/30/2007	\$ 6.06
City Hall - King City	212 South Vanverhurst	King City	CA	93930	8/30/2007	\$ 7.23
City Hall - King City Total						\$ 21.69
City of Alameda	2263 Santa Clara Avenue, Room 220	Alameda	CA	94501	6/20/2007	\$ 111.28
City of Alameda	2263 Santa Clara Avenue, Room 220	Alameda	CA	94501	7/20/2007	\$ 115.76
City of Alameda	2263 Santa Clara Avenue, Room 220	Alameda	CA	94501	8/20/2007	\$ 132.63
City of Alameda Total						\$ 359.67
City of Albany	1000 San Pablo Avenue	Albany	CA	94706-2295	6/30/2007	\$ 15.04
City of Albany	1000 San Pablo Avenue	Albany	CA	94706-2295	7/30/2007	\$ 17.25
City of Albany	1000 San Pablo Avenue	Albany	CA	94706-2295	8/30/2007	\$ 15.82
City of Albany Total						\$ 48.11
City of Alhambra	111 S 1st Street	Alhambra	CA	91801	6/30/2007	\$ 48.47
City of Alhambra	111 S 1st Street	Alhambra	CA	91801	7/30/2007	\$ 82.02
City of Alhambra	111 S 1st Street	Alhambra	CA	91801	8/30/2007	\$ 72.08
City of Alhambra Total						\$ 202.57
City of Anacortes	904 6th Street, P.O. Box 547	Anacortes	WA	98221-0547	6/20/2007	\$ 8.12
City of Anacortes	904 6th Street, P.O. Box 547	Anacortes	WA	98221-0547	7/20/2007	\$ 9.79
City of Anacortes	904 6th Street, P.O. Box 547	Anacortes	WA	98221-0547	8/20/2007	\$ 9.79
City of Anacortes Total						\$ 27.70
City of Arcadia	P.O. Box 60021	Arcadia	CA	91066-6021	6/20/2007	\$ 75.28
City of Arcadia	P.O. Box 60021	Arcadia	CA	91066-6021	7/20/2007	\$ 71.50
City of Arcadia	P.O. Box 60021	Arcadia	CA	91066-6021	8/20/2007	\$ 98.22
City of Arcadia Total						\$ 245.00
City of Arcata	736 "T" Street	Arcata	CA	95521	7/15/2007	\$ 8.63
City of Arcata	736 "T" Street	Arcata	CA	95521	8/15/2007	\$ 14.87

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Arcata Total						\$ 23.50
City of Arlington	238 N Olympic Ave	Arlington	WA	98223	6/20/2007	\$ 11.85
City of Arlington	238 N Olympic Ave	Arlington	WA	98223	7/20/2007	\$ 10.72
City of Arlington	238 N Olympic Ave	Arlington	WA	98223	8/20/2007	\$ 10.72
City of Arlington Total						\$ 33.29
City of Arvada	P.O. Box 8101	Arvada	CO	80001-8101	6/20/2007	\$ 33.22
City of Arvada	P.O. Box 8101	Arvada	CO	80001-8101	7/20/2007	\$ 48.35
City of Arvada	P.O. Box 8101	Arvada	CO	80001-8101	8/20/2007	\$ 52.94
City of Arvada Total						\$ 134.51
City of Aurora	P.O. Box 33001	Aurora	CO	80041-3001	7/20/2007	\$ 207.61
City of Aurora Total						\$ 207.61
City of Avondale	11465 W Civic Center Drive #270	Avondale	AZ	85323-6808	7/15/2007	\$ 13.89
City of Avondale Total						\$ 13.89
City of Baldwin Park	14403 E Pacific Avenue	Baldwin Park	CA	91706	6/25/2007	\$ 35.25
City of Baldwin Park	14403 E Pacific Avenue	Baldwin Park	CA	91706	7/25/2007	\$ 42.50
City of Baldwin Park	14403 E Pacific Avenue	Baldwin Park	CA	91706	8/25/2007	\$ 42.50
City of Baldwin Park Total						\$ 120.25
City of Beaumont	350 E 6th Street	Beaumont	CA	92233	6/30/2007	\$ 9.33
City of Beaumont Total						\$ 9.33
City of Bell	6330 Pine Avenue	Bell	CA	90201	6/20/2007	\$ 40.22
City of Bell	6330 Pine Avenue	Bell	CA	90201	7/20/2007	\$ 39.47
City of Bell	6330 Pine Avenue	Bell	CA	90201	8/20/2007	\$ 47.90
City of Bell Total						\$ 127.59
City of Bellflower	16600 Civic Center Drive	Bellflower	CA	90706	6/30/2007	\$ 64.18
City of Bellflower	16600 Civic Center Drive	Bellflower	CA	90706	7/30/2007	\$ 35.60
City of Bellflower	16600 Civic Center Drive	Bellflower	CA	90706	8/30/2007	\$ 34.28
City of Bellflower Total						\$ 134.06
City of Benicia	250 E "L" Street	Benicia	CA	94510	7/15/2007	\$ 29.36
City of Benicia	250 E "L" Street	Benicia	CA	94510	8/15/2007	\$ 22.25
City of Benicia Total						\$ 51.61
City of Berkeley	1947 Center Street	Berkeley	CA	94704	6/20/2007	\$ 184.89
City of Berkeley	1947 Center Street	Berkeley	CA	94704	7/20/2007	\$ 191.44
City of Berkeley	1947 Center Street	Berkeley	CA	94704	8/20/2007	\$ 194.18
City of Berkeley Total						\$ 570.51
City of Blaine	344 H Street	Blaine	WA	98210	7/30/2007	\$ 9.00
City of Blaine Total						\$ 9.00
City of Brawley	400 Main Street, Plaza Park	Brawley	CA	92227	6/30/2007	\$ 14.23
City of Brawley	400 Main Street, Plaza Park	Brawley	CA	92227	7/30/2007	\$ 10.29
City of Brawley	400 Main Street, Plaza Park	Brawley	CA	92227	8/30/2007	\$ 25.93
City of Brawley Total						\$ 50.45
City of Brewster	105 S. 3rd Street, P.O. Box 340	Brewster	WA	98812	7/15/2007	\$ 16.67
City of Brewster	105 S. 3rd Street, P.O. Box 340	Brewster	WA	98812	8/15/2007	\$ 16.67
City of Brewster Total						\$ 33.34
City of Brier	2901 228th Street SW	Brier	WA	98036	7/15/2007	\$ 6.83
City of Brier Total						\$ 6.83
City of Brighton	22 South 4th Avenue	Brighton	CO	80601	6/20/2007	\$ 30.91
City of Brighton	22 South 4th Avenue	Brighton	CO	80601	7/20/2007	\$ 66.54
City of Brighton	22 South 4th Avenue	Brighton	CO	80601	8/20/2007	\$ 77.49
City of Brighton Total						\$ 174.94
City of Burbank	301 E. Olive Avenue	Burbank	CA	91502	7/15/2007	\$ 307.59
City of Burbank	301 E. Olive Avenue	Burbank	CA	91502	8/15/2007	\$ 294.86
City of Burbank Total						\$ 602.45
City of Burlington	900 E Fairhaven Ave	Burlington	WA	98233	8/15/2007	\$ 6.62
City of Burlington Total						\$ 6.62
City of Calabasas	26135 Murcan Road	Calabasas	CA	91302	6/30/2007	\$ 57.52
City of Calabasas	26135 Murcan Road	Calabasas	CA	91302	7/30/2007	\$ 52.72
City of Calabasas	26135 Murcan Road	Calabasas	CA	91302	8/30/2007	\$ 59.63
City of Calabasas Total						\$ 169.87
City of Cashmere	101 Woodring St.	Cashmere	WA	98815	8/15/2007	\$ 6.67
City of Cashmere Total						\$ 6.67
City of Ceres	2720 2nd Street	Ceres	CA	95307	6/30/2007	\$ 36.07
City of Ceres	2720 2nd Street	Ceres	CA	95307	7/30/2007	\$ 37.70
City of Ceres	2720 2nd Street	Ceres	CA	95307	8/30/2007	\$ 33.59
City of Ceres Total						\$ 107.36
City of Chandler	P.O. Box 15001	Chandler	AZ	85244-5001	7/15/2007	\$ 33.46
City of Chandler Total						\$ 33.46
City of Chelan	P.O. Box 1669	Chelan	WA	98816	7/15/2007	\$ 12.91
City of Chelan	P.O. Box 1669	Chelan	WA	98816	8/15/2007	\$ 8.75
City of Chelan Total						\$ 21.66
City of Chico	P.O. Box 3420	Chico	CA	95927	6/20/2007	\$ 90.66
City of Chico	P.O. Box 3420	Chico	CA	95927	7/20/2007	\$ 101.03
City of Chico	P.O. Box 3420	Chico	CA	95927	8/20/2007	\$ 93.52
City of Chico Total						\$ 285.21
City of Chula Vista	P.O. Box 1087	Chula Vista	CA	91912	6/25/2007	\$ 98.26
City of Chula Vista	P.O. Box 1087	Chula Vista	CA	91912	7/25/2007	\$ 119.15
City of Chula Vista	P.O. Box 1087	Chula Vista	CA	91912	8/25/2007	\$ 161.74
City of Chula Vista Total						\$ 379.15
City of Citrus Heights	6237 Fountain Square Drive	Citrus Heights	CA	95621	6/20/2007	\$ 19.23
City of Citrus Heights	6237 Fountain Square Drive	Citrus Heights	CA	95621	6/20/2007	\$ 5.04
City of Citrus Heights Total						\$ 24.26
City of Claremont	P.O. Box 880	Claremont	CA	91711	7/30/2007	\$ 98.73
City of Claremont Total						\$ 98.73
City of Cle Elum	119 West First Street	City of Cle Elum	WA	98922	8/30/2007	\$ 5.23
City of Cle Elum Total						\$ 5.23
City of Compton	205 South Willowbrook Avenue	Compton	CA	90220	6/20/2007	\$ 182.96
City of Compton	206 South Willowbrook Avenue	Compton	CA	90220	7/20/2007	\$ 160.86
City of Compton	207 South Willowbrook Avenue	Compton	CA	90220	8/20/2007	\$ 192.28
City of Compton Total						\$ 536.10
City of Cosmopolis	P.O. Box G.	Cosmopolis	WA	98537	7/30/2007	\$ 1.00
City of Cosmopolis Total						\$ 1.00
City of Couperville	84 N E 7th Street, PO Box 725	Couperville	WA	98239	6/30/2007	\$ 7.20
City of Couperville	84 N E 7th Street, PO Box 725	Couperville	WA	98239	8/30/2007	\$ 8.40
City of Couperville Total						\$ 15.60

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Covina	125 E College Street	Covina	CA	91723	7/15/2007	\$ 121.63
City of Covina	125 E College Street	Covina	CA	91723	8/15/2007	\$ 121.63
City of Covina Total						\$ 243.26
City of Cudahy	5220 Santa Ana Street	Cudahy	CA	90201	6/20/2007	\$ 18.43
City of Cudahy	5220 Santa Ana Street	Cudahy	CA	90201	7/20/2007	\$ 18.13
City of Cudahy Total	5220 Santa Ana Street	Cudahy	CA	90201	8/20/2007	\$ 16.78
City of Culver City	9770 Culver Blvd	Culver City	CA	90232-0507	7/15/2007	\$ 197.89
City of Culver City	9770 Culver Blvd	Culver City	CA	90232-0507	8/15/2007	\$ 207.68
City of Culver City Total						\$ 405.57
City of Cupertino	10300 Torre Avenue	Cupertino	CA	95014	6/30/2007	\$ 17.40
City of Cupertino	10300 Torre Avenue	Cupertino	CA	95014	7/30/2007	\$ 18.82
City of Cupertino Total	10300 Torre Avenue	Cupertino	CA	95014	8/30/2007	\$ 23.35
City of Cupertino Total						\$ 59.57
City of Daly City	333 90th Street	Daly City	CA	94015-1895	6/30/2007	\$ 51.65
City of Daly City	333 90th Street	Daly City	CA	94015-1895	7/30/2007	\$ 50.69
City of Daly City	333 90th Street	Daly City	CA	94015-1895	8/30/2007	\$ 49.09
City of Daly City Total						\$ 151.43
City of Darrington	1005 Cascade Street, PO Box 257	Darrington	WA	98241	8/20/2007	\$ 7.47
City of Darrington Total						\$ 7.47
City of Denver	201 W. Colfax Avenue, Dept. 1106	Denver	CO	80202	7/20/2007	\$ 245.55
City of Denver	201 W. Colfax Avenue, Dept. 1106	Denver	CO	80202	8/20/2007	\$ 293.69
City of Denver Total						\$ 539.24
City of Dinuba	405 E El Monte Way	Dinuba	CA	93618	6/30/2007	\$ 21.82
City of Dinuba	405 E El Monte Way	Dinuba	CA	93618	7/30/2007	\$ 58.81
City of Dinuba	405 E El Monte Way	Dinuba	CA	93618	8/30/2007	\$ 37.89
City of Dinuba Total						\$ 118.52
City of Downey	P.O. Box 7016	Downey	CA	90241	6/30/2007	\$ 129.44
City of Downey	P.O. Box 7016	Downey	CA	90241	7/30/2007	\$ 101.27
City of Downey	P.O. Box 7016	Downey	CA	90241	8/30/2007	\$ 98.78
City of Downey Total						\$ 329.49
City of Duval	15535 Main Street, P.O. Box 1300	Duval	WA	98019	6/25/2007	\$ 10.80
City of Duval	15535 Main Street, P.O. Box 1300	Duval	WA	98019	7/25/2007	\$ 12.08
City of Duval	15535 Main Street, P.O. Box 1300	Duval	WA	98019	8/25/2007	\$ 12.08
City of Duval Total						\$ 34.96
City of East Palo Alto	2415 University Avenue	East Palo Alto	CA	94303	7/15/2007	\$ 18.71
City of East Palo Alto	2415 University Avenue	East Palo Alto	CA	94303	8/15/2007	\$ 25.83
City of East Palo Alto Total						\$ 44.54
City of Edgewater	P.O. Box 973439	Dallas	TX	75397-3439	7/20/2007	\$ 10.89
City of Edgewater Total						\$ 10.89
City of Edmonds	121 Fifth Avenue N	Edmonds	WA	98020	6/20/2007	\$ 31.67
City of Edmonds	121 Fifth Avenue N	Edmonds	WA	98020	7/20/2007	\$ 34.91
City of Edmonds	121 Fifth Avenue N	Edmonds	WA	98020	8/20/2007	\$ 34.91
City of Edmonds Total						\$ 101.49
City of El Cerrito	10890 San Pablo Avenue	El Cerrito	CA	94530	6/30/2007	\$ 37.34
City of El Cerrito	10890 San Pablo Avenue	El Cerrito	CA	94530	7/30/2007	\$ 37.21
City of El Cerrito	10890 San Pablo Avenue	El Cerrito	CA	94530	8/30/2007	\$ 57.04
City of El Cerrito Total						\$ 131.59
City of El Monte	P.O. Box 6008	El Monte	CA	91734	6/30/2007	\$ 170.69
City of El Monte	P.O. Box 6008	El Monte	CA	91734	7/30/2007	\$ 170.90
City of El Monte	P.O. Box 6008	El Monte	CA	91734	8/30/2007	\$ 125.99
City of El Monte Total						\$ 467.58
City of El Segundo	350 Main Street	El Segundo	CA	90245-0989	6/30/2007	\$ 20.07
City of El Segundo	350 Main Street	El Segundo	CA	90245-0989	7/30/2007	\$ 24.08
City of El Segundo	350 Main Street	El Segundo	CA	90245-0989	8/30/2007	\$ 21.79
City of El Segundo Total						\$ 65.94
City of Emeryville	1333 Park Avenue	Emeryville	CA	94608	6/25/2007	\$ 30.98
City of Emeryville	1333 Park Avenue	Emeryville	CA	94608	7/25/2007	\$ 33.63
City of Emeryville	1333 Park Avenue	Emeryville	CA	94608	8/25/2007	\$ 38.67
City of Emeryville Total						\$ 103.28
City of Eureka	531 "K" Street	Eureka	CA	95501-1165	6/30/2007	\$ 22.31
City of Eureka	531 "K" Street	Eureka	CA	95501-1165	7/30/2007	\$ 30.03
City of Eureka	531 "K" Street	Eureka	CA	95501-1165	8/30/2007	\$ 25.88
City of Eureka Total						\$ 88.22
City of Everson	111 W. Main Street, P.O. Box 315	Everson	WA	98247	7/20/2007	\$ 52.22
City of Everson Total						\$ 52.22
City of Fairfax	142 Bolinas Road	Fairfax	CA	94930	7/15/2007	\$ 11.45
City of Fairfax	142 Bolinas Road	Fairfax	CA	94930	8/15/2007	\$ 11.40
City of Fairfax Total						\$ 22.85
City of Fairfield	1000 Webster Street, Attn: N. Huston	Fairfield	CA	94533	7/15/2007	\$ 46.91
City of Fairfield	1000 Webster Street, Attn: N. Huston	Fairfield	CA	94533	8/15/2007	\$ 52.98
City of Fairfield Total						\$ 99.89
City of Federal Heights	2380 West 90th Avenue	Federal Heights	CO	80260	7/20/2007	\$ 29.05
City of Federal Heights Total						\$ 29.05
City of Firebaugh	1575 11th Street	Firebaugh	CA	93622	7/30/2007	\$ 14.17
City of Firebaugh	1575 11th Street	Firebaugh	CA	93622	8/30/2007	\$ 8.44
City of Firebaugh Total						\$ 22.61
City of Flagstaff	P.O. Box 22518	Flagstaff	AZ	86002-2518	7/15/2007	\$ 47.36
City of Flagstaff Total						\$ 47.36
City of Fontana	8353 Sierra Avenue	Fontana	CA	92335	6/30/2007	\$ 59.16
City of Fontana	8353 Sierra Avenue	Fontana	CA	92335	7/30/2007	\$ 29.36
City of Fontana	8353 Sierra Avenue	Fontana	CA	92335	8/30/2007	\$ 50.03
City of Fontana Total						\$ 138.55
City of Fort Collins	P.O. Box 440	Fort Collins	CO	80522-0439	6/20/2007	\$ 120.03
City of Fort Collins	P.O. Box 440	Fort Collins	CO	80522-0439	7/20/2007	\$ 77.80
City of Fort Collins	P.O. Box 440	Fort Collins	CO	80522-0439	8/20/2007	\$ 104.91
City of Fort Collins Total						\$ 302.74
City of Fowler	128 S. 5th Street	Fowler	CA	93625	6/20/2007	\$ 6.76
City of Fowler Total						\$ 6.76
City of Gardena	1700 W. 162nd Street	Gardena	CA	90247	6/25/2007	\$ 87.29
City of Gardena	1700 W. 162nd Street	Gardena	CA	90247	7/25/2007	\$ 76.91
City of Gardena	1700 W. 162nd Street	Gardena	CA	90247	8/25/2007	\$ 69.60
City of Gardena Total						\$ 233.80

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Gilroy	7351 Rosanna Street	Gilroy	CA	95020	6/20/2007	\$ 58.35
City of Gilroy	7351 Rosanna Street	Gilroy	CA	95020	7/20/2007	\$ 39.14
City of Gilroy	7351 Rosanna Street	Gilroy	CA	95020	8/20/2007	\$ 39.14
City of Gilroy Total						\$ 136.63
City of Glendale	141 N Glendale Avenue, Suite 346	Glendale	CA	91206-4498	7/15/2007	\$ 338.85
City of Glendale	141 N Glendale Avenue, Suite 346	Glendale	CA	91206-4498	8/15/2007	\$ 293.07
City of Glendale	5850 West Glendale Avenue	Glendale	AZ	85301	7/15/2007	\$ 214.33
City of Glendale Total						\$ 846.25
City of Glenwood Springs	PO Box 458	Glenwood Springs	CO	81602-0458	6/20/2007	\$ 5.98
City of Glenwood Springs Total						\$ 5.98
City of Gold Bar	107 5th Street	Gold Bar	WA	98251	7/20/2007	\$ 5.67
City of Gonzalez	PO Box 647	Gonzalez	CA	93926	8/20/2007	\$ 12.58
City of Gonzalez	PO Box 647	Gonzalez	CA	93926	6/20/2007	\$ 5.06
City of Gonzalez Total						\$ 17.64
City of Granite Falls	P.O. Box 1440	Granite Falls	WA	98252	7/15/2007	\$ 8.78
City of Granite Falls	P.O. Box 1440	Granite Falls	WA	98252	8/15/2007	\$ 8.78
City of Granite Falls Total						\$ 17.56
City of Greeley	P.O. Box 1648	Greeley	CO	80632	6/20/2007	\$ 76.75
City of Greeley	P.O. Box 1648	Greeley	CO	80632	7/20/2007	\$ 41.66
City of Greeley	P.O. Box 1648	Greeley	CO	80632	8/20/2007	\$ 45.67
City of Greeley Total						\$ 164.08
City of Greenfield	P.O. Box 127	Greenfield	CA	93927	6/20/2007	\$ 7.10
City of Greenfield	P.O. Box 127	Greenfield	CA	93927	7/20/2007	\$ 6.50
City of Greenfield	P.O. Box 127	Greenfield	CA	93927	8/20/2007	\$ 8.33
City of Greenfield Total						\$ 21.93
City of Hawthorne	4455 W 126th Street	Hawthorne	CA	90250	6/20/2007	\$ 96.25
City of Hawthorne	4455 W 126th Street	Hawthorne	CA	90250	7/20/2007	\$ 106.92
City of Hawthorne	4455 W 126th Street	Hawthorne	CA	90250	8/20/2007	\$ 92.19
City of Hawthorne Total						\$ 295.36
City of Hercules	111 Civic Drive	Hercules	CA	94547	7/15/2007	\$ 37.39
City of Hercules Total						\$ 37.39
City of Hermosa Beach	1315 Valley Drive	Hermosa Beach	CA	902543885	6/20/2007	\$ 37.89
City of Hermosa Beach Total						\$ 37.89
City of Holtville	City Hall	Holtville	CA	92250	6/20/2007	\$ 10.18
City of Holtville	City Hall	Holtville	CA	92250	7/20/2007	\$ 6.99
City of Holtville	City Hall	Holtville	CA	92250	8/20/2007	\$ 7.61
City of Huntington Beach	2000 Main Street	Huntington Beach	CA	92648	7/15/2007	\$ 92.15
City of Huntington Beach	2000 Main Street	Huntington Beach	CA	92648	8/15/2007	\$ 98.40
City of Huntington Beach Total						\$ 190.55
City of Huntington Park	6550 Miles Avenue	Huntington Park	CA	90255	6/20/2007	\$ 67.89
City of Huntington Park	6550 Miles Avenue	Huntington Park	CA	90255	7/20/2007	\$ 46.50
City of Huntington Park	6550 Miles Avenue	Huntington Park	CA	90255	8/20/2007	\$ 48.71
City of Huntington Park Total						\$ 163.10
City of Huron	P.O. Box 339	Huron	CA	93234	6/30/2007	\$ 11.40
City of Huron	P.O. Box 339	Huron	CA	93234	7/30/2007	\$ 12.12
City of Huron	P.O. Box 339	Huron	CA	93234	8/30/2007	\$ 13.30
City of Huron Total						\$ 36.82
City of Indio	P.O. Box 1788	Indio	CA	92202	6/20/2007	\$ 55.47
City of Indio	P.O. Box 1788	Indio	CA	92202	7/20/2007	\$ 56.81
City of Indio	P.O. Box 1788	Indio	CA	92202	8/20/2007	\$ 56.81
City of Indio Total						\$ 169.09
City of Inglewood	1 Manchester Boulevard	Inglewood	CA	90301	7/15/2007	\$ 449.58
City of Inglewood	1 Manchester Boulevard	Inglewood	CA	90301	8/15/2007	\$ 378.75
City of Inglewood Total						\$ 828.33
City of Irvine	P.O. Box 19575, Attn: Cashier	Irvine	CA	92623-9575	6/30/2007	\$ 41.70
City of Irvine	P.O. Box 19575, Attn: Cashier	Irvine	CA	92623-9575	7/30/2007	\$ 45.04
City of Irvine	P.O. Box 19575, Attn: Cashier	Irvine	CA	92623-9575	8/30/2007	\$ 49.88
City of Irvine Total						\$ 136.62
City of Irwindale	5050 N Irwindale Avenue	Irwindale	CA	91706	6/20/2007	\$ 33.99
City of Irwindale	5050 N Irwindale Avenue	Irwindale	CA	91706	7/20/2007	\$ 7.22
City of Irwindale	5050 N Irwindale Avenue	Irwindale	CA	91706	8/20/2007	\$ 7.22
City of Irwindale Total						\$ 48.43
City of Issaquah	P.O. Box 1307	Issaquah	WA	98027-1307	7/30/2007	\$ 5.63
City of Issaquah Total						\$ 5.63
City of Kennewick	P.O. Box 6108	Kennewick	WA	99336-0108	7/25/2007	\$ 239.48
City of Kennewick Total						\$ 239.48
City of Kent	220 Fourth Avenue S	Kent	WA	98032	7/30/2007	\$ 5.24
City of Kent Total						\$ 5.24
City of Kirkland	123 Fifth Avenue	Kirkland	WA	98033-6189	7/10/2007	\$ 33.20
City of Kirkland	123 Fifth Avenue	Kirkland	WA	98033-6189	8/10/2007	\$ 33.20
City of Kirkland Total						\$ 66.40
City of La Habra	P.O. Box 785	La Habra	CA	90633-0785	6/30/2007	\$ 94.55
City of La Habra	P.O. Box 785	La Habra	CA	90633-0785	7/30/2007	\$ 66.61
City of La Habra	P.O. Box 785	La Habra	CA	90633-0785	8/30/2007	\$ 74.93
City of La Habra Total						\$ 236.09
City of La Palma	7822 Walker Street	La Palma	CA	90623	6/30/2007	\$ 18.93
City of La Palma	7822 Walker Street	La Palma	CA	90623	8/30/2007	\$ 27.44
City of La Palma Total						\$ 46.37
City of La Verne	3660 "D" Street	La Verne	CA	91750	6/20/2007	\$ 58.57
City of La Verne	3660 "D" Street	La Verne	CA	91750	7/20/2007	\$ 38.11
City of La Verne	3660 "D" Street	La Verne	CA	91750	8/20/2007	\$ 38.11
City of La Verne Total						\$ 134.79
City of Lafayette	1290 South Public Road, P.O. Box 250	Lafayette	CO	80026	7/15/2007	\$ 6.78
City of Lafayette	1290 South Public Road, P.O. Box 250	Lafayette	CO	80026	8/15/2007	\$ 15.21
City of Lafayette Total						\$ 21.99
City of Lakewood	480 S Allison Parkway	Lakewood	CO	80226-3106	6/20/2007	\$ 22.96
City of Lakewood	480 S Allison Parkway	Lakewood	CO	80226-3106	7/20/2007	\$ 35.21
City of Lakewood	480 S Allison Parkway	Lakewood	CO	80226-3106	8/20/2007	\$ 32.11
City of Lakewood	5050 N Clark Avenue	Lakewood	CA	90712	6/30/2007	\$ 21.96
City of Lakewood	5050 N Clark Avenue	Lakewood	CA	90712	7/30/2007	\$ 18.66
City of Lakewood	5050 N Clark Avenue	Lakewood	CA	90712	8/30/2007	\$ 15.21

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Lakewood Total						\$ 146.11
City of Lawndale	14714 Burin Avenue	Lawndale	CA	90360	6/30/2007	\$ 56.64
City of Lawndale	14714 Burin Avenue	Lawndale	CA	90360	7/30/2007	\$ 19.32
City of Lawndale	14714 Burin Avenue	Lawndale	CA	90360	8/30/2007	\$ 20.71
City of Lawndale Total						\$ 96.67
City of Lindsay	PO Box 369	Lindsay	CA	93247	6/30/2007	\$ 12.46
City of Lindsay Total						\$ 12.46
City of Littleton	Dept. 959	Denver	CO	80291-0959	7/30/2007	\$ 15.24
City of Littleton	Dept. 959	Denver	CO	80291-0959	8/30/2007	\$ 11.39
City of Littleton Total						\$ 26.63
City of Long Beach	333 W Ocean Boulevard 6th Floor	Long Beach	CA	90802	7/15/2007	\$ 411.43
City of Long Beach	333 W Ocean Boulevard 6th Floor	Long Beach	CA	90802	8/15/2007	\$ 391.17
City of Long Beach Total						\$ 802.60
City of Longmont	350 Kimbark Street	Longmont	CO	80501	6/30/2007	\$ 18.30
City of Longmont	350 Kimbark Street	Longmont	CO	80501	7/30/2007	\$ 24.60
City of Longmont	350 Kimbark Street	Longmont	CO	80501	8/30/2007	\$ 15.31
City of Longmont Total						\$ 58.21
City of Los Alamitos	3191 Katella Avenue	Los Alamitos	CA	90720	6/30/2007	\$ 32.87
City of Los Alamitos	3191 Katella Avenue	Los Alamitos	CA	90720	7/30/2007	\$ 32.12
City of Los Alamitos	3191 Katella Avenue	Los Alamitos	CA	90720	8/30/2007	\$ 32.12
City of Los Alamitos Total						\$ 97.11
City of Los Altos	One North San Antonio Road	Los Altos	CA	94022	6/30/2007	\$ 17.29
City of Los Altos	One North San Antonio Road	Los Altos	CA	94022	7/30/2007	\$ 11.85
City of Los Altos	One North San Antonio Road	Los Altos	CA	94022	8/30/2007	\$ 15.60
City of Los Altos Total						\$ 44.74
City of Los Angeles	Office of Finance File 56677	Los Angeles	CA	90074-6677	6/30/2007	\$ 10,276.66
City of Los Angeles	Office of Finance File 56677	Los Angeles	CA	90074-6677	7/30/2007	\$ 10,372.88
City of Los Angeles	Office of Finance File 56677	Los Angeles	CA	90074-6677	8/30/2007	\$ 9,929.73
City of Los Angeles Total						\$ 30,579.27
City of Louisville	749 Main Street	Louisville	CO	80027	7/30/2007	\$ 5.00
City of Louisville Total						\$ 5.00
City of Lynden	323 Front Street	Lynden	WA	98264	6/30/2007	\$ 9.57
City of Lynden	323 Front Street	Lynden	WA	98264	7/30/2007	\$ 7.89
City of Lynden	323 Front Street	Lynden	WA	98264	8/30/2007	\$ 7.89
City of Lynden Total						\$ 25.35
City of Lynnwood	19100 44th Avenue West, P.O. Box 5008	Lynnwood	WA	98046-5008	7/15/2007	\$ 19.25
City of Lynnwood	19100 44th Avenue West, P.O. Box 5008	Lynnwood	WA	98046-5008	8/15/2007	\$ 19.25
City of Lynnwood Total						\$ 38.50
City of Lynnwood	11330 Bultis Road	Lynnwood	CA	90262	6/30/2007	\$ 92.88
City of Lynnwood	11330 Bultis Road	Lynnwood	CA	90262	7/30/2007	\$ 96.82
City of Lynnwood	11330 Bultis Road	Lynnwood	CA	90262	8/30/2007	\$ 121.48
City of Lynnwood Total						\$ 271.18
City of Malibu	23815 Staurt Ranch Road	Malibu	CA	90265-4681	6/30/2007	\$ 35.94
City of Malibu	23815 Staurt Ranch Road	Malibu	CA	90265-4681	7/30/2007	\$ 35.11
City of Malibu	23815 Staurt Ranch Road	Malibu	CA	90265-4681	8/30/2007	\$ 33.74
City of Malibu Total						\$ 104.79
City of Mammoth Lakes	P.O. Box 1609	Mammoth Lakes	CA	93546	6/30/2007	\$ 7.58
City of Mammoth Lakes	P.O. Box 1609	Mammoth Lakes	CA	93546	7/30/2007	\$ 11.96
City of Mammoth Lakes	P.O. Box 1609	Mammoth Lakes	CA	93546	8/30/2007	\$ 11.96
City of Mammoth Lakes Total						\$ 31.50
City of Marysville	1049 State Avenue, Suite 101	Marysville	WA	98270	6/30/2007	\$ 17.32
City of Marysville	1049 State Avenue, Suite 101	Marysville	WA	98270	7/30/2007	\$ 22.01
City of Marysville	1049 State Avenue, Suite 101	Marysville	WA	98270	8/30/2007	\$ 22.01
City of Marysville Total						\$ 61.34
City of Maywood	4319 E Slauson Avenue	Maywood	CA	90270	6/30/2007	\$ 23.79
City of Maywood	4319 E Slauson Avenue	Maywood	CA	90270	7/30/2007	\$ 15.17
City of Maywood	4319 E Slauson Avenue	Maywood	CA	90270	8/30/2007	\$ 22.70
City of Maywood Total						\$ 61.66
City of Mesa	P.O. Box 16350	Mesa	AZ	85211-6350	7/15/2007	\$ 93.86
City of Mesa Total						\$ 93.86
City of Modesto	P.O. Box 642	Modesto	CA	95353-0767	6/30/2007	\$ 345.64
City of Modesto	P.O. Box 642	Modesto	CA	95353-0767	7/30/2007	\$ 317.00
City of Modesto	P.O. Box 642	Modesto	CA	95353-0767	8/30/2007	\$ 362.43
City of Modesto Total						\$ 1,025.09
City of Monroe	806 West Main Street	Monroe	WA	98272	6/30/2007	\$ 18.62
City of Monroe	806 West Main Street	Monroe	WA	98272	7/30/2007	\$ 12.27
City of Monroe	806 West Main Street	Monroe	WA	98272	8/30/2007	\$ 12.27
City of Monroe Total						\$ 43.16
City of Montclair	P.O. Box 2308	Montclair	CA	91763	6/30/2007	\$ 25.11
City of Montclair	P.O. Box 2308	Montclair	CA	91763	7/30/2007	\$ 31.75
City of Montclair	P.O. Box 2308	Montclair	CA	91763	8/30/2007	\$ 31.75
City of Montclair Total						\$ 88.61
City of Monterey	City Hall, Revenue Office	Monterey	CA	93940	6/25/2007	\$ 26.40
City of Monterey	City Hall, Revenue Office	Monterey	CA	93940	7/25/2007	\$ 32.74
City of Monterey	City Hall, Revenue Office	Monterey	CA	93940	8/25/2007	\$ 27.79
City of Monterey Total						\$ 86.93
City of Monterey Park	320 W Newmark Avenue	Monterey Park	CA	91754	6/30/2007	\$ 62.81
City of Monterey Park	320 W Newmark Avenue	Monterey Park	CA	91754	7/30/2007	\$ 63.14
City of Monterey Park	320 W Newmark Avenue	Monterey Park	CA	91754	8/30/2007	\$ 73.08
City of Monterey Park Total						\$ 199.03
City of Montrose	P.O. Box 790	Montrose	CO	81402	7/30/2007	\$ 5.08
City of Montrose Total						\$ 5.08
City of Moreno Valley	14177 Frederick Street, P.O. Box 88005	Moreno Valley	CA	92552-0805	6/30/2007	\$ 115.57
City of Moreno Valley	14177 Frederick Street, P.O. Box 88005	Moreno Valley	CA	92552-0805	7/30/2007	\$ 85.72
City of Moreno Valley	14177 Frederick Street, P.O. Box 88005	Moreno Valley	CA	92552-0805	8/30/2007	\$ 86.61
City of Moreno Valley Total						\$ 287.90
City of Mount Vernon	PO Box 809	Mount Vernon	WA	98273	6/30/2007	\$ 9.54
City of Mount Vernon	PO Box 809	Mount Vernon	WA	98273	8/30/2007	\$ 8.56
City of Mount Vernon Total						\$ 18.10
City of Mountain View	P.O. Box 7540	Mountain View	CA	94039	6/30/2007	\$ 41.57
City of Mountain View	P.O. Box 7540	Mountain View	CA	94039	7/30/2007	\$ 55.89
City of Mountain View	P.O. Box 7540	Mountain View	CA	94039	8/30/2007	\$ 52.79
City of Mountain View Total						\$ 150.25

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Mountlake Terrace	23204 58th Avenue W, P.O.Box 72	Mountlake	WA	98043	6/30/2007	\$ 8.60
City of Mountlake Terrace	23204 58th Avenue W, P.O.Box 72	Mountlake	WA	98043	7/30/2007	13.82
City of Mountlake Terrace	23204 58th Avenue W, P.O.Box 72	Mountlake	WA	98043	8/30/2007	13.82
City of Mountlake Terrace Total						\$ 36.24
City of Mukilteo	4480 Chennault Beach Road	Mukilteo	WA	98275	7/15/2007	\$ 6.86
City of Mukilteo	4480 Chennault Beach Road	Mukilteo	WA	98275	8/15/2007	6.86
City of Mukilteo Total						\$ 13.72
City of Newport	200 S. Washington St	Newport	WA	991560546	6/20/2007	\$ 7.55
City of Newport	200 S. Washington St	Newport	WA	991560546	8/20/2007	6.06
City of Newport Total						\$ 13.61
City of Nogales	777 North Grand Avenue	Nogales	AZ	85621	7/15/2007	\$ 5.48
City of Nogales	777 North Grand Avenue	Nogales	AZ	85621	8/15/2007	9.75
City of Nogales Total						\$ 15.23
City of Northglenn	P.O. Box 5305	Denver	CO	80217-5305	7/20/2007	\$ 98.19
City of Northglenn Total						\$ 98.19
City of Norwalk	P.O. Box 1030, 12700 Norwalk Boulevard	Norwalk	CA	90651-1030	6/30/2007	\$ 111.40
City of Norwalk	P.O. Box 1030, 12700 Norwalk Boulevard	Norwalk	CA	90651-1030	7/30/2007	96.83
City of Norwalk	P.O. Box 1030, 12700 Norwalk Boulevard	Norwalk	CA	90651-1030	8/30/2007	96.83
City of Norwalk Total						\$ 305.10
City of Oak Harbor	865 S E Barrington Drive	Oak Harbor	WA	98277	6/20/2007	\$ 13.52
City of Oak Harbor Total						\$ 13.52
City of Oakland	P.O. Box 60000, File Number 73144	San Francisco	CA	94160-3144	6/30/2007	\$ 751.97
City of Oakland	P.O. Box 60000, File Number 73144	San Francisco	CA	94160-3144	7/30/2007	747.51
City of Oakland	P.O. Box 60000, File Number 73144	San Francisco	CA	94160-3144	8/30/2007	808.36
City of Oakland Total						\$ 2,307.84
City of Orange Cove	633 6th Street	Orange Cove	CA	95346	7/20/2007	\$ 7.78
City of Orange Cove Total						\$ 7.78
City of Oroville	1735 Montgomery Street	Oroville	CA	95965	6/20/2007	\$ 52.13
City of Oroville	1735 Montgomery Street	Oroville	CA	95965	7/20/2007	53.95
City of Oroville	1735 Montgomery Street	Oroville	CA	95965	8/20/2007	51.46
City of Oroville Total						\$ 157.54
City of Pacific Grove	300 Forest Avenue	Pacific Grove	CA	93950	6/30/2007	\$ 12.90
City of Pacific Grove	300 Forest Avenue	Pacific Grove	CA	93950	7/30/2007	21.45
City of Pacific Grove	300 Forest Avenue	Pacific Grove	CA	93950	8/30/2007	21.93
City of Pacific Grove Total						\$ 56.28
City of Palm Springs	P.O. Box 2743	Palm Springs	CA	92263	6/30/2007	\$ 57.81
City of Palm Springs	P.O. Box 2743	Palm Springs	CA	92263	7/30/2007	39.43
City of Palm Springs	P.O. Box 2743	Palm Springs	CA	92263	8/30/2007	39.43
City of Palm Springs Total						\$ 136.67
City of Palo Alto	P.O. Box 10250	Palo Alto	CA	94303	6/30/2007	\$ 60.59
City of Palo Alto	P.O. Box 10250	Palo Alto	CA	94303	7/30/2007	58.06
City of Palo Alto	P.O. Box 10250	Palo Alto	CA	94303	8/30/2007	82.74
City of Palo Alto Total						\$ 201.39
City of Paramount	16400 Colorado Ave	Paramount	CA	90723	7/15/2007	\$ 56.73
City of Paramount	16400 Colorado Ave	Paramount	CA	90723	8/15/2007	60.31
City of Paramount Total						\$ 117.04
City of Pasadena	100 N Garfield Ave. RM N123 P.O. Box 7115	Pasadena	CA	91109-7215	7/15/2007	\$ 361.88
City of Pasadena	100 N Garfield Ave. RM N123 P.O. Box 7115	Pasadena	CA	91109-7215	8/15/2007	366.89
City of Pasadena Total						\$ 728.77
City of Peoria	P.O. Box 4038	Peoria	AZ	85380-4038	7/15/2007	\$ 9.03
City of Peoria	P.O. Box 4038	Peoria	AZ	85380-4038	8/15/2007	5.09
City of Peoria Total						\$ 14.12
City of Phoenix	P.O. Box 29690	Phoenix	AZ	85038-9690	7/15/2007	\$ 360.23
City of Phoenix	P.O. Box 29690	Phoenix	AZ	85038-9690	8/15/2007	425.01
City of Phoenix Total						\$ 785.24
City of Pico Rivera	6615 Passons Boulevard	Pico Rivera	CA	90660	6/30/2007	\$ 79.10
City of Pico Rivera	6615 Passons Boulevard	Pico Rivera	CA	90660	7/30/2007	55.12
City of Pico Rivera	6615 Passons Boulevard	Pico Rivera	CA	90660	8/30/2007	55.12
City of Pico Rivera Total						\$ 189.34
City of Piedmont	120 Vista Avenue	Piedmont	CA	94611	7/30/2007	\$ 13.37
City of Piedmont	120 Vista Avenue	Piedmont	CA	94611	8/30/2007	12.64
City of Piedmont Total						\$ 26.01
City of Placencia	401 E Chapman Avenue	Placencia	CA	92670	6/20/2007	\$ 25.65
City of Placencia	401 E Chapman Avenue	Placencia	CA	92670	7/20/2007	29.55
City of Placencia	401 E Chapman Avenue	Placencia	CA	92670	8/20/2007	32.75
City of Placencia Total						\$ 87.95
City of Pleasant Hill	100 Gregory Lane	Pleasant Hill	CA	94523-0000	6/30/2007	\$ 5.00
City of Pleasant Hill	100 Gregory Lane	Pleasant Hill	CA	94523-0000	8/30/2007	10.28
City of Pleasant Hill Total						\$ 15.28
City of Pomona	P.O. Box 660	Pomona	CA	91769	6/20/2007	\$ 225.41
City of Pomona	P.O. Box 660	Pomona	CA	91769	7/20/2007	157.08
City of Pomona	P.O. Box 660	Pomona	CA	91769	8/20/2007	153.42
City of Pomona Total						\$ 535.91
City of Port Huacame	250 North Ventura Road	Port Huacame	CA	93041	7/15/2007	\$ 6.77
City of Port Huacame	250 North Ventura Road	Port Huacame	CA	93041	8/15/2007	6.77
City of Port Huacame Total						\$ 13.54
City of Porterville	291 N. Main Street	Porterville	CA	93257-3737	6/20/2007	\$ 67.69
City of Porterville	291 N. Main Street	Porterville	CA	93257-3737	7/20/2007	74.21
City of Porterville	291 N. Main Street	Porterville	CA	93257-3737	8/20/2007	93.22
City of Porterville Total						\$ 235.12
City of Portola Valley	765 Portola Road	Portola Valley	CA	94028	7/20/2007	\$ 57.82
City of Portola Valley Total						\$ 57.82
City of Prescott	P.O. Box 2077	Prescott	AZ	86302-2077	7/15/2007	\$ 7.06
City of Prescott	P.O. Box 2077	Prescott	AZ	86302-2077	8/15/2007	6.27
City of Prescott Total						\$ 13.33
City of Pueblo	P.O. Box 1427	Pueblo	CO	81002	6/20/2007	\$ 9.24
City of Pueblo	P.O. Box 1427	Pueblo	CO	81002	7/20/2007	8.54
City of Pueblo	P.O. Box 1427	Pueblo	CO	81002	8/20/2007	12.02
City of Pueblo Total						\$ 30.10
City of Pullman	325 S.E. Paradise Street	Pullman	WA	99163-0249	6/25/2007	\$ 23.53
City of Pullman	325 S.E. Paradise Street	Pullman	WA	99163-0249	7/25/2007	22.85
City of Pullman	325 S.E. Paradise Street	Pullman	WA	99163-0249	8/25/2007	22.85
City of Pullman Total						\$ 69.23

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Quincy	P.O. Box 338	Quincy	WA	98848	7/20/2007	\$ 5.82
City of Quincy Total						\$ 5.82
City of Rancho Cordova	2729 Prospect Park Drive	Rancho Cordova	CA	95670	6/25/2007	\$ 30.13
City of Rancho Cordova	2729 Prospect Park Drive	Rancho Cordova	CA	95670	7/25/2007	\$ 33.13
City of Rancho Cordova	2729 Prospect Park Drive	Rancho Cordova	CA	95670	8/25/2007	\$ 47.71
City of Rancho Cordova Total						\$ 110.97
City of Rancho Palos Verdes	30940 Hawthorne Boulevard	Rancho Palos Verdes	CA	90274	6/20/2007	\$ 22.87
City of Rancho Palos Verdes	30941 Hawthorne Boulevard	Rancho Palos Verdes	CA	90274	7/20/2007	\$ 12.11
City of Rancho Palos Verdes	30942 Hawthorne Boulevard	Rancho Palos Verdes	CA	90274	8/20/2007	\$ 20.59
City of Rancho Palos Verdes Total						\$ 55.57
City of Redmond	P.O. Box 97010	Redmond	WA	98073	6/30/2007	\$ 44.08
City of Redmond	P.O. Box 97010	Redmond	WA	98073	7/30/2007	\$ 38.41
City of Redmond	P.O. Box 97010	Redmond	WA	98073	8/30/2007	\$ 38.41
City of Redmond Total						\$ 120.90
City of Redondo Beach	P.O. Box 167	Redondo Beach	CA	90277	6/20/2007	\$ 64.88
City of Redondo Beach	P.O. Box 167	Redondo Beach	CA	90277	7/20/2007	\$ 76.85
City of Redondo Beach	P.O. Box 167	Redondo Beach	CA	90277	8/20/2007	\$ 73.16
City of Redondo Beach Total						\$ 214.89
City of Redwood City	P.O. Box 478	Redwood City	CA	94064	6/30/2007	\$ 57.06
City of Redwood City	P.O. Box 478	Redwood City	CA	94064	7/30/2007	\$ 71.48
City of Redwood City	P.O. Box 478	Redwood City	CA	94064	8/30/2007	\$ 84.89
City of Redwood City Total						\$ 213.43
City of Rialto	150 S. Palm Ave.	Rialto	CA	92376	6/20/2007	\$ 179.77
City of Rialto	150 S. Palm Ave.	Rialto	CA	92376	7/20/2007	\$ 169.42
City of Rialto	150 S. Palm Ave.	Rialto	CA	92376	8/20/2007	\$ 177.16
City of Rialto Total						\$ 526.35
City of Richland	505 Swift Blvd, P.O. Box 190	Richland	WA	99352	6/25/2007	\$ 47.08
City of Richland	505 Swift Blvd, P.O. Box 190	Richland	WA	99352	7/25/2007	\$ 39.69
City of Richland	505 Swift Blvd, P.O. Box 190	Richland	WA	99352	8/25/2007	\$ 39.69
City of Richland Total						\$ 126.46
City of Richmond	P.O. Box 4046	Richmond	CA	94804	6/30/2007	\$ 252.04
City of Richmond	P.O. Box 4046	Richmond	CA	94804	7/30/2007	\$ 206.16
City of Richmond	P.O. Box 4046	Richmond	CA	94804	8/30/2007	\$ 197.52
City of Richmond Total						\$ 655.72
City of Rifle	P.O. Box 1908	Rifle	CO	81650	7/20/2007	\$ 8.60
City of Rifle Total						\$ 8.60
City of Riverside	3900 Main Street	Riverside	CA	92522	7/15/2007	\$ 225.68
City of Riverside	3900 Main Street	Riverside	CA	92522	8/15/2007	\$ 178.65
City of Riverside Total						\$ 404.33
City of Sacramento	915 "I" Street, Room 104	Sacramento	CA	95814-2696	6/30/2007	\$ 697.44
City of Sacramento	915 "I" Street, Room 104	Sacramento	CA	95814-2696	7/30/2007	\$ 809.48
City of Sacramento	915 "I" Street, Room 104	Sacramento	CA	95814-2696	8/30/2007	\$ 703.63
City of Sacramento Total						\$ 2,210.55
City of Salinas	200 Lincoln Avenue	Salinas	CA	93901	6/30/2007	\$ 124.87
City of Salinas	200 Lincoln Avenue	Salinas	CA	93901	7/30/2007	\$ 155.99
City of Salinas	200 Lincoln Avenue	Salinas	CA	93901	8/30/2007	\$ 156.55
City of Salinas Total						\$ 437.41
City of San Bernardino	300 N "D" Street, 4th Floor	San Bernardino	CA	92418	6/30/2007	\$ 460.83
City of San Bernardino	300 N "D" Street, 4th Floor	San Bernardino	CA	92418	7/30/2007	\$ 346.20
City of San Bernardino	300 N "D" Street, 4th Floor	San Bernardino	CA	92418	8/30/2007	\$ 377.07
City of San Bernardino Total						\$ 1,184.10
City of San Buenaventura	501 Poli Street P.O. Box 99	Venura	CA	93002	6/20/2007	\$ 154.19
City of San Buenaventura	501 Poli Street P.O. Box 99	Venura	CA	93002	7/20/2007	\$ 168.86
City of San Buenaventura	501 Poli Street P.O. Box 99	Venura	CA	93002	8/20/2007	\$ 176.28
City of San Buenaventura Total						\$ 499.33
City of San Gabriel	P.O. Box 130	San Gabriel	CA	91778	6/30/2007	\$ 62.61
City of San Gabriel	P.O. Box 130	San Gabriel	CA	91778	7/30/2007	\$ 78.82
City of San Gabriel	P.O. Box 130	San Gabriel	CA	91778	8/30/2007	\$ 80.66
City of San Gabriel Total						\$ 222.09
City of San Jose	200 East Santa Clara Street	San Jose	CA	95113	6/20/2007	\$ 636.09
City of San Jose	200 East Santa Clara Street	San Jose	CA	95113	7/20/2007	\$ 681.95
City of San Jose	200 East Santa Clara Street	San Jose	CA	95113	8/20/2007	\$ 714.41
City of San Jose Total						\$ 2,032.45
City of San Leandro	835 E 14th Street	San Leandro	CA	94577	6/30/2007	\$ 119.91
City of San Leandro	835 E 14th Street	San Leandro	CA	94577	7/30/2007	\$ 107.43
City of San Leandro	835 E 14th Street	San Leandro	CA	94577	8/30/2007	\$ 140.85
City of San Leandro Total						\$ 368.19
City of San Luis Obispo	990 Palm Street	San Luis Obispo	CA	93401	7/30/2007	\$ 120.07
City of San Luis Obispo Total						\$ 120.07
City of San Marino	2200 Huntington Drive	San Marino	CA	91108	6/20/2007	\$ 9.01
City of San Marino	2200 Huntington Drive	San Marino	CA	91108	7/20/2007	\$ 8.16
City of San Marino	2200 Huntington Drive	San Marino	CA	91108	8/20/2007	\$ 9.93
City of San Marino Total						\$ 27.10
City of San Pablo	1 Alvarado Square	San Pablo	CA	94806	6/20/2007	\$ 16.26
City of San Pablo	1 Alvarado Square	San Pablo	CA	94806	7/20/2007	\$ 12.69
City of San Pablo	1 Alvarado Square	San Pablo	CA	94806	8/20/2007	\$ 13.08
City of San Pablo Total						\$ 42.03
City of Sanger	1700 7th Street	Sanger	CA	93657	6/30/2007	\$ 23.38
City of Sanger	1700 7th Street	Sanger	CA	93657	7/30/2007	\$ 18.38
City of Sanger	1700 7th Street	Sanger	CA	93657	8/30/2007	\$ 18.38
City of Sanger Total						\$ 60.14
City of Santa Ana	20 Civic Center Plaza, P.O. Box 1964, M-15	Santa Ana	CA	92701-1964	6/20/2007	\$ 539.94
City of Santa Ana	20 Civic Center Plaza, P.O. Box 1964, M-15	Santa Ana	CA	92701-1964	7/20/2007	\$ 571.31
City of Santa Ana	20 Civic Center Plaza, P.O. Box 1964, M-15	Santa Ana	CA	92701-1964	8/20/2007	\$ 466.01
City of Santa Ana Total						\$ 1,577.26
City of Santa Barbara	P.O. Box 1990	Santa Barbara	CA	93102	7/15/2007	\$ 76.83
City of Santa Barbara	P.O. Box 1990	Santa Barbara	CA	93102	8/15/2007	\$ 76.83
City of Santa Barbara Total						\$ 153.66
City of Santa Cruz	809 Center Street, Room 8	Santa Cruz	CA	95060	6/30/2007	\$ 136.73
City of Santa Cruz	809 Center Street, Room 8	Santa Cruz	CA	95060	7/30/2007	\$ 176.47
City of Santa Cruz	809 Center Street, Room 8	Santa Cruz	CA	95060	8/30/2007	\$ 152.80
City of Santa Cruz Total						\$ 466.00

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRUETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Santa Monica	1685 Main Street, Room 104	Santa Monica	CA	90401	6/20/2007	\$ 481.22
City of Santa Monica	1685 Main Street, Room 104	Santa Monica	CA	90401	7/20/2007	\$ 451.33
City of Santa Monica	1685 Main Street, Room 104	Santa Monica	CA	90401	8/20/2007	\$ 451.33
City of Santa Monica Total						\$ 1,383.88
City of Santa Rosa	P.O. Box 1671, 90 Santa Rosa Ave.	Santa Rosa	CA	95402-1678	6/30/2007	\$ 141.55
City of Santa Rosa	P.O. Box 1671, 90 Santa Rosa Ave.	Santa Rosa	CA	95402-1678	7/30/2007	\$ 125.06
City of Santa Rosa	P.O. Box 1671, 90 Santa Rosa Ave.	Santa Rosa	CA	95402-1678	8/30/2007	\$ 206.52
City of Santa Rosa Total						\$ 472.13
City of Scottsdale	9379 E. San Salvador, Suite 100	Scottsdale	AZ	85258	7/15/2007	\$ 25.25
City of Scottsdale Total						\$ 25.25
City of Seal Beach	211 8th Street	Seal Beach	CA	90740	6/20/2007	\$ 54.17
City of Seal Beach	211 8th Street	Seal Beach	CA	90740	7/20/2007	\$ 54.60
City of Seal Beach Total						\$ 108.77
City of Seaside	440 Harcourt Avenue	Seaside	CA	93955	7/15/2007	\$ 38.99
City of Seaside	440 Harcourt Avenue	Seaside	CA	93955	8/15/2007	\$ 56.26
City of Seaside Total						\$ 95.25
City of Seattle	P.O. Box 34214	Seattle	WA	98124-4214	6/20/2007	\$ 13.51
City of Seattle	P.O. Box 34214	Seattle	WA	98124-4214	7/20/2007	\$ 16.17
City of Seattle	P.O. Box 34214	Seattle	WA	98124-4214	8/20/2007	\$ 6.09
City of Seattle Total						\$ 35.77
City of Sedro Woolley	720 Mundock Street	Sedro-Woolley	WA	982840000	6/20/2007	\$ 5.70
City of Sedro Woolley	720 Mundock Street	Sedro-Woolley	WA	982840000	8/20/2007	\$ 5.10
City of Sedro Woolley Total						\$ 10.80
City of Sheridan	4101 So. Federal Blvd., Sales Tax Office	Sheridan	CO	80110-5399	7/20/2007	\$ 4.08
City of Sheridan Total						\$ 4.08
City of Shoreline	17544 Midvale Avenue North	Shoreline	WA	98133-4921	6/30/2007	\$ 10.84
City of Shoreline	17544 Midvale Avenue North	Shoreline	WA	98133-4921	7/30/2007	\$ 5.47
City of Shoreline	17544 Midvale Avenue North	Shoreline	WA	98133-4921	8/30/2007	\$ 5.32
City of Shoreline Total						\$ 21.63
City of Sierra Madre	232 W Sierra Madre Boulevard	Sierra Madre	CA	91024	7/15/2007	\$ 11.81
City of Sierra Madre	232 W Sierra Madre Boulevard	Sierra Madre	CA	91024	8/15/2007	\$ 6.83
City of Sierra Madre Total						\$ 18.64
City of Silverthorne	601 Center Circle PO Box 1309	Silverthorne	CO	80498	6/20/2007	\$ 5.07
City of Silverthorne Total						\$ 5.07
City of Snohomish	116 Union Avenue	Snohomish	WA	98290	6/20/2007	\$ 14.37
City of Snohomish	116 Union Avenue	Snohomish	WA	98290	7/20/2007	\$ 13.76
City of Snohomish	116 Union Avenue	Snohomish	WA	98290	8/20/2007	\$ 13.76
City of Snohomish Total						\$ 41.89
City of Soledad	P.O. Box 156	Soledad	CA	93960	6/20/2007	\$ 28.66
City of Soledad	P.O. Box 156	Soledad	CA	93960	7/20/2007	\$ 14.39
City of Soledad	P.O. Box 156	Soledad	CA	93960	8/20/2007	\$ 29.93
City of Soledad Total						\$ 72.98
City of South Pasadena	Attn. Finance Dept. 1414 Mission Street	South Pasadena	CA	91030	6/30/2007	\$ 11.34
City of South Pasadena	Attn. Finance Dept. 1414 Mission Street	South Pasadena	CA	91030	8/30/2007	\$ 21.34
City of South Pasadena Total						\$ 32.68
City of Stanton	P.O. Box J, 7800 Katella Avenue	Stanton	CA	90680	7/15/2007	\$ 29.21
City of Stanton	P.O. Box J, 7800 Katella Avenue	Stanton	CA	90680	8/15/2007	\$ 27.79
City of Stanton Total						\$ 57.00
City of Stanwood	10220 - 270th Street N.W.	Stanwood	WA	98292	7/25/2007	\$ 8.31
City of Stanwood Total						\$ 8.31
City of Steamboat Springs	P.O. Box 772869	Steamboat Springs	CO	80477-2869	7/20/2007	\$ 6.03
City of Steamboat Springs Total						\$ 6.03
City of Sterling	Centennial Square, 421 N. 4th Street, P.O. Box 4000	Sterling	CO	80751-0400	7/20/2007	\$ 6.99
City of Sterling Total						\$ 6.99
City of Stockton	425 N. El Dorado Street	Stockton	CA	95202	7/15/2007	\$ 464.96
City of Stockton	425 N. El Dorado Street	Stockton	CA	95202	8/15/2007	\$ 474.22
City of Stockton Total						\$ 939.18
City of Sunnyvale	650 West Olive Avenue	Sunnyvale	CA	94088	6/25/2007	\$ 34.01
City of Sunnyvale	650 West Olive Avenue	Sunnyvale	CA	94088	7/25/2007	\$ 35.89
City of Sunnyvale	650 West Olive Avenue	Sunnyvale	CA	94088	8/25/2007	\$ 38.24
City of Sunnyvale Total						\$ 108.14
City of Tempe	P.O. Box 29618	Phoenix	AZ	85038-9618	7/15/2007	\$ 10.13
City of Tempe	P.O. Box 29618	Phoenix	AZ	85038-9618	8/15/2007	\$ 13.89
City of Tempe Total						\$ 24.02
City of Thornton	Department 222	Denver	CO	80291-0222	6/20/2007	\$ 66.47
City of Thornton	Department 222	Denver	CO	80291-0222	7/20/2007	\$ 135.19
City of Thornton	Department 222	Denver	CO	80291-0222	8/20/2007	\$ 157.77
City of Thornton Total						\$ 359.43
City of Torrance	3031 Torrance Boulevard	Torrance	CA	90503	7/15/2007	\$ 336.14
City of Torrance	3031 Torrance Boulevard	Torrance	CA	90503	8/15/2007	\$ 275.43
City of Torrance Total						\$ 611.57
City of Tucson	P.O. Box 27320	Tucson	AZ	85726-7320	7/15/2007	\$ 139.88
City of Tucson	P.O. Box 27320	Tucson	AZ	85726-7320	8/15/2007	\$ 95.95
City of Tucson Total						\$ 235.83
City of Tulare	411 East Kern Avenue, Suite F	Tulare	CA	93274-4257	6/20/2007	\$ 43.61
City of Tulare	411 East Kern Avenue, Suite F	Tulare	CA	93274-4257	7/20/2007	\$ 114.56
City of Tulare	411 East Kern Avenue, Suite F	Tulare	CA	93274-4257	8/20/2007	\$ 123.39
City of Tulare Total						\$ 281.56
City of Vallejo	555 Santa Clara Street, P.O. Box 3068	Vallejo	CA	94590	7/15/2007	\$ 128.43
City of Vallejo	555 Santa Clara Street, P.O. Box 3068	Vallejo	CA	94590	8/15/2007	\$ 188.97
City of Vallejo Total						\$ 317.42
City of Washougal	1701 C Street	Washougal	WA	98671	7/15/2007	\$ 5.01
City of Washougal Total						\$ 5.01
City of Watsonville	P.O. Box 50000, Attn: Finance Office	Watsonville	CA	950775000	6/30/2007	\$ 66.42
City of Watsonville	P.O. Box 50000, Attn: Finance Office	Watsonville	CA	950775000	7/30/2007	\$ 70.12
City of Watsonville	P.O. Box 50000, Attn: Finance Office	Watsonville	CA	950775000	8/30/2007	\$ 78.04
City of Watsonville Total						\$ 214.58
City of Wenatchee	129 S Chelan Avenue	Wenatchee	WA	98801	6/25/2007	\$ 7.62
City of Wenatchee	129 S Chelan Avenue	Wenatchee	WA	98801	6/20/2007	\$ 22.94
City of Wenatchee	129 S Chelan Avenue	Wenatchee	WA	98801	7/20/2007	\$ 23.36
City of Wenatchee	129 S Chelan Avenue	Wenatchee	WA	98801	8/25/2007	\$ 7.88
City of Wenatchee	129 S Chelan Avenue	Wenatchee	WA	98801	8/20/2007	\$ 23.36

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
City of Wenatchee Total						\$ 85.16
City of West Richland	3801 Van Giesen Street	West Richland	WA	99153	6/25/2007	\$ 5.93
City of West Richland	3801 Van Giesen Street	West Richland	WA	99153	7/25/2007	\$ 9.05
City of West Richland	3801 Van Giesen Street	West Richland	WA	99153	8/25/2007	\$ 9.05
City of West Richland Total						\$ 24.03
City of Westminster	8200 Westminster Avenue	Westminster	CA	92683	6/20/2007	\$ 50.59
City of Westminster	8200 Westminster Avenue	Westminster	CA	92683	7/20/2007	\$ 38.35
City of Westminster	8200 Westminster Avenue	Westminster	CA	92683	8/20/2007	\$ 40.94
City of Westminster Total						\$ 129.88
City of Westport	740 N Montesano, P.O. Box 505	Westport	WA	98595	7/25/2007	\$ 6.01
City of Westport Total						\$ 6.01
City of Wheat Ridge	P.O. Box 248	Wheat Ridge	CO	80034-0248	7/20/2007	\$ 46.06
City of Wheat Ridge Total						\$ 46.06
City of Whittier	13230 E Penn Street	Whittier	CA	90602	6/20/2007	\$ 130.80
City of Whittier	13230 E Penn Street	Whittier	CA	90602	7/20/2007	\$ 48.28
City of Whittier	13230 E Penn Street	Whittier	CA	90602	8/20/2007	\$ 50.03
City of Whittier Total						\$ 229.11
City of Winters	318 1st Street	Winters	CA	95694	6/10/2007	\$ 7.43
City of Winters	318 1st Street	Winters	CA	95694	7/10/2007	\$ 6.45
City of Winters	318 1st Street	Winters	CA	95694	8/10/2007	\$ 6.77
City of Winters Total						\$ 20.65
City of Woodinville	17301 133rd Avenue NE	Woodinville	WA	98072-8563	6/10/2007	\$ 7.40
City of Woodinville	17301 133rd Avenue NE	Woodinville	WA	98072-8563	7/10/2007	\$ 3.87
City of Woodinville	17301 133rd Avenue NE	Woodinville	WA	98072-8563	8/10/2007	\$ 5.87
City of Woodinville Total						\$ 19.14
City of Woodlake	350 N Valencia Boulevard	Woodlake	CA	93286	7/20/2007	\$ 5.32
City of Woodlake Total						\$ 5.32
City of Woodland	230 Davidson Avenue, PO Box 9	Woodland	WA	98674	6/25/2007	\$ 5.32
City of Woodland Total						\$ 5.32
Colorado Department of Revenue	1375 Sherman Street	Denver	CO	80261-0013	6/20/2007	\$ 5,448.00
Colorado Department of Revenue	1375 Sherman Street	Denver	CO	80261-0013	7/20/2007	\$ 5,831.00
Colorado Department of Revenue	1375 Sherman Street	Denver	CO	80261-0013	8/20/2007	\$ 5,697.00
Colorado Department of Revenue Total						\$ 16,976.00
Commissioner of Revenue Services	P.O. Box 5030	Hartford	Connecticut	06102-5030	6/30/2007	\$ 6,490.00
Commissioner of Revenue Services	P.O. Box 5030	Hartford	Connecticut	06102-5030	7/30/2007	\$ 5,339.00
Commissioner of Revenue Services	P.O. Box 5030	Hartford	Connecticut	06102-5030	8/30/2007	\$ 8,003.00
Commissioner of Revenue Services Total						\$ 28,032.00
County of Alameda	224 W Winton Avenue, Room 169	Hayward	CA	94544-1221	6/10/2007	\$ 256.39
County of Alameda	224 W Winton Avenue, Room 169	Hayward	CA	94544-1221	7/10/2007	\$ 260.75
County of Alameda	224 W Winton Avenue, Room 169	Hayward	CA	94544-1221	8/10/2007	\$ 294.60
County of Alameda Total						\$ 811.88
DC Treasurer	P.O. Box 556	Washington	Washington DC	20044	6/20/2007	\$ 546.57
DC Treasurer	P.O. Box 556	Washington	Washington DC	20044	7/20/2007	\$ 652.76
DC Treasurer	P.O. Box 556	Washington	Washington DC	20044	8/20/2007	\$ 713.73
DC Treasurer Total						\$ 1,913.06
El Paso County 911 District	200 N. Kansas St.	El Paso	TX	79901	6/20/2007	\$ 1.58
El Paso County 911 District	200 N. Kansas St.	El Paso	TX	79901	7/20/2007	\$ 0.79
El Paso County 911 District Total						\$ 2.37
Emergency Communications District of Elter County	700 North Grant Avenue, Suite 728	Odessa	TX	79761	7/20/2007	\$ 8.08
Emergency Communications District of Elter County Total						\$ 8.08
Florida Department of Revenue	P.O. Box 6520	Tallahassee	Florida	32314-6520	6/20/2007	\$ 42,784.55
Florida Department of Revenue	P.O. Box 6520	Tallahassee	Florida	32314-6520	7/20/2007	\$ 40,589.97
Florida Department of Revenue	P.O. Box 6520	Tallahassee	Florida	32314-6520	8/20/2007	\$ 39,930.32
Florida Department of Revenue Total						\$ 123,304.84
Greenwood Village	6060 South Quebec Street	Greenwood Village	CO	80111-4591	8/20/2007	\$ 6.75
Greenwood Village Total						\$ 6.75
Harris County E911	602 Sawyer, Suite 700	Houston	TX	77007	6/20/2007	\$ 35.14
Harris County E911	602 Sawyer, Suite 700	Houston	TX	77007	7/20/2007	\$ 29.70
Harris County E911	602 Sawyer, Suite 700	Houston	TX	77007	8/20/2007	\$ 37.12
Harris County E911 Total						\$ 101.96
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	6/20/2007	\$ 6,764.95
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	6/30/2007	\$ 6,764.95
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	7/15/2007	\$ 15,469.37
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	7/20/2007	\$ 15,469.37
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	7/30/2007	\$ 15,469.37
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	7/15/2007	\$ 1,793.95
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	8/15/2007	\$ 5,922.19
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	8/20/2007	\$ 5,922.19
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	8/30/2007	\$ 5,922.19
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	8/15/2007	\$ 1,901.14
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	7/7/2007	\$ 15,469.37
Illinois Department of Revenue	P.O. Box 19019	Springfield	Illinois	62794-9019	8/7/2007	\$ 5,922.19
Illinois Department of Revenue Total						\$ 102,791.23
Indiana Department of Revenue	P.O. Box 7218	Indianapolis	Indiana	46207-7218	6/20/2007	\$ 4,112.35
Indiana Department of Revenue	P.O. Box 7218	Indianapolis	Indiana	46207-7218	7/20/2007	\$ 3,566.48
Indiana Department of Revenue	P.O. Box 7218	Indianapolis	Indiana	46207-7218	8/20/2007	\$ 4,276.66
Indiana Department of Revenue Total						\$ 11,955.49
Kansas Department of Revenue	915 SW Harrison Street	Topeka	Kansas	66625-0001	6/25/2007	\$ 2,721.64
Kansas Department of Revenue	915 SW Harrison Street	Topeka	Kansas	66625-0001	7/25/2007	\$ 1,699.60
Kansas Department of Revenue	915 SW Harrison Street	Topeka	Kansas	66625-0001	8/25/2007	\$ 1,032.67
Kansas Department of Revenue Total						\$ 5,453.91
Kentucky Department of Revenue	200 Fair Oaks Lane, Sta. 61	Frankfort	Kentucky	40620	6/20/2007	\$ 3,173.32
Kentucky Department of Revenue	200 Fair Oaks Lane, Sta. 61	Frankfort	Kentucky	40620	7/20/2007	\$ 827.71
Kentucky Department of Revenue	200 Fair Oaks Lane, Sta. 61	Frankfort	Kentucky	40620	8/20/2007	\$ 2,351.88
Kentucky Department of Revenue Total						\$ 6,352.91
Kentucky State Treasurer	Revenue Cabinet	Frankfort	Kentucky	40620-0003	6/20/2007	\$ 234.67
Kentucky State Treasurer	Revenue Cabinet	Frankfort	Kentucky	40620-0003	7/20/2007	\$ 174.88
Kentucky State Treasurer	Revenue Cabinet	Frankfort	Kentucky	40620-0003	8/20/2007	\$ 315.25
Kentucky State Treasurer Total						\$ 724.80
Lake Stevens	P.O. Box 257	Lake Stevens	WA	98258	6/20/2007	\$ 6.00
Lake Stevens	P.O. Box 257	Lake Stevens	WA	98258	7/20/2007	\$ 5.90
Lake Stevens	P.O. Box 257	Lake Stevens	WA	98258	8/20/2007	\$ 5.90
Lake Stevens Total						\$ 17.80

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation;
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Louisiana Department of Revenue and Taxation	P.O. Box 3138	Baton Rouge	Louisiana	70821-3138	6/20/2007	\$ 1,518.00
Louisiana Department of Revenue and Taxation	P.O. Box 3138	Baton Rouge	Louisiana	70821-3138	7/20/2007	\$ 1,495.00
Louisiana Department of Revenue and Taxation	P.O. Box 3138	Baton Rouge	Louisiana	70821-3138	8/20/2007	\$ 1,358.00
Louisiana Department of Revenue and Taxation Total						\$ 4,371.00
Mass. Dept. of Revenue	P.O. Box 7015	Boston	Massachusetts	02204	7/15/2007	\$ 6,244.59
Mass. Dept. of Revenue	P.O. Box 7015	Boston	Massachusetts	02204	8/15/2007	\$ 6,627.85
Mass. Dept. of Revenue Total						\$ 12,872.44
Michigan Department of Treasury	Dept. 77003	Detroit	Michigan	48277-0003	6/20/2007	\$ 17,094.65
Michigan Department of Treasury	Dept. 77003	Detroit	Michigan	48277-0003	7/20/2007	\$ 17,576.75
Michigan Department of Treasury	Dept. 77003	Detroit	Michigan	48277-0003	8/20/2007	\$ 17,547.10
Michigan Department of Treasury Total						\$ 52,218.50
Midland Emergency Communications District	1110 W. Wall Street	Midland	TX	79705	7/20/2007	\$ 6.53
Midland Emergency Communications District Total						\$ 6.53
Mississippi Tax Commission	P.O. Box 960	Jackson	Mississippi	39225-3075	7/15/2007	\$ 7.00
Mississippi Tax Commission	P.O. Box 960	Jackson	Mississippi	39225-3075	8/15/2007	\$ 5.00
Mississippi Tax Commission Total						\$ 12.00
Missouri Sales Tax	P.O. Box 840	Jefferson City	MO	65105-0840	7/20/2007	\$ 1,982.00
Missouri Sales Tax Total						\$ 1,982.00
New York State Sales Tax	P.O. Box 1208	New York	NY	10116-1208	6/20/2007	\$ 19,203.50
New York State Sales Tax	P.O. Box 1208	New York	NY	10116-1208	7/20/2007	\$ 4,491.09
New York State Sales Tax	P.O. Box 1208	New York	NY	10116-1208	8/20/2007	\$ 1,721.01
New York State Sales Tax Total						\$ 25,415.60
NH Dept. of Revenue Administration	P.O. Box 2035	Concord	NH	03302-2035	7/15/2007	\$ 1,188.21
NH Dept. of Revenue Administration	P.O. Box 2035	Concord	NH	03302-2035	8/15/2007	\$ 1,096.61
NH Dept. of Revenue Administration Total						\$ 2,284.82
North Carolina Department of Revenue	P.O. Box 25000	Raleigh	NC	27640-0710	6/25/2007	\$ 7,244.26
North Carolina Department of Revenue	P.O. Box 25000	Raleigh	NC	27640-0710	7/10/2007	\$ 12,010.81
North Carolina Department of Revenue	P.O. Box 25000	Raleigh	NC	27640-0710	8/25/2007	\$ 3,037.76
North Carolina Department of Revenue	P.O. Box 25000	Raleigh	NC	27640-0710	8/10/2007	\$ 9,627.54
North Carolina Department of Revenue Total						\$ 31,920.37
Office of State Tax Commissioner	600 E Boulevard Ave., Dept. 127	Bismarck	ND	58505-0553	7/30/2007	\$ 83.12
Office of State Tax Commissioner Total						\$ 83.12
Oklahoma Tax Commission	P.O. Box 26850	Oklahoma City	Oklahoma	73126-0850	6/20/2007	\$ 1,989.69
Oklahoma Tax Commission	P.O. Box 26850	Oklahoma City	Oklahoma	73126-0850	6/20/2007	\$ 255.45
Oklahoma Tax Commission	P.O. Box 26850	Oklahoma City	Oklahoma	73126-0850	7/20/2007	\$ 2,053.59
Oklahoma Tax Commission	P.O. Box 26850	Oklahoma City	Oklahoma	73126-0850	7/20/2007	\$ 249.61
Oklahoma Tax Commission	P.O. Box 26850	Oklahoma City	Oklahoma	73126-0850	8/20/2007	\$ 1,330.24
Oklahoma Tax Commission Total						\$ 5,878.58
Pennsylvania Department of Revenue	Dept 28046	Harrisburg	PA	17128-0406	6/20/2007	\$ 8,233.34
Pennsylvania Department of Revenue	Dept 28046	Harrisburg	PA	17128-0406	7/20/2007	\$ 7,648.74
Pennsylvania Department of Revenue	Dept 28046	Harrisburg	PA	17128-0406	8/20/2007	\$ 6,564.20
Pennsylvania Department of Revenue Total						\$ 22,446.28
Potter/Randall City Emergency Comm. District	401 West 8th	Amarillo	TX	791012215	7/20/2007	\$ 8.91
Potter/Randall City Emergency Comm. District Total						\$ 8.91
Prince George's County, Maryland	14741 Governor Oden Bowie Dr, St 1090	Upper Marlboro	Maryland	20772	7/10/2007	\$ 198.00
Prince George's County, Maryland	14741 Governor Oden Bowie Dr, St 1090	Upper Marlboro	Maryland	20772	8/10/2007	\$ 225.00
Prince George's County, Maryland Total						\$ 423.00
Sacramento County Tax Collector	700 H Street, Room 1710	Sacramento	CA	95814	6/25/2007	\$ 374.82
Sacramento County Tax Collector	700 H Street, Room 1710	Sacramento	CA	95814	7/25/2007	\$ 374.73
Sacramento County Tax Collector	700 H Street, Room 1710	Sacramento	CA	95814	8/25/2007	\$ 396.03
Sacramento County Tax Collector Total						\$ 1,145.58
Sales and Use Tax	P.O. Box 999	Trenton	NJ	08646-0999	6/20/2007	\$ 9,246.21
Sales and Use Tax	P.O. Box 999	Trenton	NJ	08646-0999	7/20/2007	\$ 9,730.35
Sales and Use Tax	P.O. Box 999	Trenton	NJ	08646-0999	8/20/2007	\$ 9,405.13
Sales and Use Tax Total						\$ 28,381.69
San Francisco City and County Tax Collector	P.O. Box 7425	San Francisco	CA	941207425	6/25/2007	\$ 1,000.44
San Francisco City and County Tax Collector	P.O. Box 7425	San Francisco	CA	941207425	7/25/2007	\$ 1,074.60
San Francisco City and County Tax Collector	P.O. Box 7425	San Francisco	CA	941207425	8/25/2007	\$ 1,124.41
San Francisco City and County Tax Collector Total						\$ 3,199.45
South Carolina Department of Revenue	P.O. Box 125	Columbia	SC	29214	7/20/2007	\$ 12.00
South Carolina Department of Revenue Total						\$ 12.00
South Dakota State Treasurer	P.O. Box 5055	Sioux Falls	SD	57117-5055	6/20/2007	\$ 66.97
South Dakota State Treasurer	P.O. Box 5055	Sioux Falls	SD	57117-5055	7/20/2007	\$ 87.47
South Dakota State Treasurer	P.O. Box 5055	Sioux Falls	SD	57117-5055	8/20/2007	\$ 95.63
South Dakota State Treasurer Total						\$ 250.07
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	6/30/2007	\$ 180.63
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	6/20/2007	\$ 12,717.13
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	6/30/2007	\$ 1,010.68
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	7/30/2007	\$ 185.05
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	7/20/2007	\$ 14,230.20
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	7/30/2007	\$ 1,021.49
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	7/25/2007	\$ 4,088.00
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	8/30/2007	\$ 39.07
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	8/20/2007	\$ 14,906.15
State Comptroller	111 E. 17th Street	Austin	TX	78774-0100	8/30/2007	\$ 1,009.04
State Comptroller Total						\$ 49,387.44
State of Rhode Island	One Capital Hill, Suite 4	Providence	RI	02906-6802	6/20/2007	\$ 794.30
State of Rhode Island	One Capital Hill, Suite 4	Providence	RI	02906-6802	7/20/2007	\$ 880.96
State of Rhode Island	One Capital Hill, Suite 4	Providence	RI	02906-6802	8/20/2007	\$ 917.57
State of Rhode Island Total						\$ 2,592.73
Tarrant County 9-1-1 District	100 East 15th Street, Ste. 420	Fort Worth	TX	76102	6/20/2007	\$ 8.32
Tarrant County 9-1-1 District	100 East 15th Street, Ste. 420	Fort Worth	TX	76102	7/20/2007	\$ 8.12
Tarrant County 9-1-1 District	100 East 15th Street, Ste. 420	Fort Worth	TX	76102	8/20/2007	\$ 4.95
Tarrant County 9-1-1 District Total						\$ 21.39
Tax Commission	P.O. Box 25075	Jackson	Mississippi	39205	7/15/2007	\$ 9,590.00
Tax Commission	P.O. Box 25075	Jackson	Mississippi	39205	8/15/2007	\$ 9,013.00
Tax Commission Total						\$ 18,603.00
Taxation and Revenue Department	P.O. Box 25128	Santa Fe	NM	87504-5128	6/25/2007	\$ 6,137.49
Taxation and Revenue Department	P.O. Box 25128	Santa Fe	NM	87504-5128	7/25/2007	\$ 6,494.23
Taxation and Revenue Department	P.O. Box 25128	Santa Fe	NM	87504-5128	8/25/2007	\$ 6,407.52
Taxation and Revenue Department Total						\$ 19,039.24
Tennessee Department of Revenue	500 Deaderick Street	Nashville	TN	37242-0700	6/20/2007	\$ 11,861.00
Tennessee Department of Revenue	500 Deaderick Street	Nashville	TN	37242-0700	7/20/2007	\$ 10,584.00

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Date	Amount
Tennessee Department of Revenue	500 Deaderick Street	Nashville	TN	37242-0700	8/20/2007	\$ 10,717.00
Tennessee Department of Revenue Total						\$ 33,162.00
Town of Castle Rock	P.O. Box 5332	Denver	CO	80217-5332	6/20/2007	\$ 40.26
Town of Castle Rock	P.O. Box 5332	Denver	CO	80217-5332	7/20/2007	\$ 31.57
Town of Castle Rock Total	P.O. Box 5332	Denver	CO	80217-5332	8/20/2007	\$ 38.82
Town of Windsor	301 Walnut Street	Windsor	CO	80550	7/20/2007	\$ 110.65
Town of Windsor Total						\$ 19.07
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	6/20/2007	\$ 10,191.24
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	7/10/2007	\$ 16,429.48
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	7/20/2007	\$ 16,429.48
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	7/15/2007	\$ 5,020.92
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	8/10/2007	\$ 2,739.92
Treasurer of State of Ohio	P.O. Box 16561	Columbus	Ohio	43216-6561	8/20/2007	\$ 2,739.92
Treasurer of State of Ohio Total						\$ 63,586.96
Treasurer, City of Detroit	Income Tax Division 46501, P.O. Box 67000	Detroit	Michigan	48267-0465	6/30/2007	\$ 76.20
Treasurer, City of Detroit	Income Tax Division 46501, P.O. Box 67000	Detroit	Michigan	48267-0465	7/30/2007	\$ 103.76
Treasurer, City of Detroit	Income Tax Division 46501, P.O. Box 67000	Detroit	Michigan	48267-0465	8/30/2007	\$ 73.60
Treasurer, City of Detroit Total						\$ 253.56
Treasurer-State of Iowa	P.O. Box 18412	Des Moines	Iowa	50306-0412	7/20/2007	\$ 15,177.00
Treasurer-State of Iowa Total						\$ 15,177.00
Utah State Tax Commission	210 North 1950 West, Salt Tax - M	Salt Lake City	UT	84134-0400	7/30/2007	\$ 75.83
Utah State Tax Commission Total						\$ 75.83
Vermont Department of Taxes	P.O. Box 547	Montpelier	VT	05601-0547	6/20/2007	\$ 419.00
Vermont Department of Taxes	P.O. Box 547	Montpelier	VT	05601-0547	7/20/2007	\$ 399.00
Vermont Department of Taxes	P.O. Box 547	Montpelier	VT	05601-0547	8/20/2007	\$ 386.00
Vermont Department of Taxes Total						\$ 1,204.00
Washington State Department of Revenue	P.O. Box 34051	Seattle	WA	98124-1051	6/25/2007	\$ 3,356.85
Washington State Department of Revenue	P.O. Box 34051	Seattle	WA	98124-1051	7/25/2007	\$ 6,416.09
Washington State Department of Revenue	P.O. Box 34051	Seattle	WA	98124-1051	8/25/2007	\$ 8,421.79
Washington State Department of Revenue Total						\$ 18,194.73
Wisconsin Department of Revenue	Box 93389	Milwaukee	WI	53293-0389	6/20/2007	\$ 18,496.14
Wisconsin Department of Revenue	Box 93389	Milwaukee	WI	53293-0389	7/20/2007	\$ 18,184.93
Wisconsin Department of Revenue	Box 93389	Milwaukee	WI	53293-0389	8/20/2007	\$ 17,985.17
Wisconsin Department of Revenue Total						\$ 54,666.24
Wyoming Department of Revenue	122 West 25th Street	Cheyenne	WY	82002-0110	6/30/2007	\$ 1,912.07
Wyoming Department of Revenue	122 West 25th Street	Cheyenne	WY	82002-0110	7/30/2007	\$ 1,877.87
Wyoming Department of Revenue	122 West 25th Street	Cheyenne	WY	82002-0110	8/30/2007	\$ 1,793.23
Wyoming Department of Revenue Total						\$ 5,583.17
Taxing Authorities Total						\$ 881,778.91
TOTAL EMPLOYEE, VENDOR, CUSTOMER, AND TAXING AUTHORITIES PAYMENTS						\$ 22,115,508.35

Notes:

(1) The Billing Resource has received \$929,000 from ICS in the period from 6/18/07 through 9/16/07 in the form of loan repayments.

EXHIBIT C

Payments to Insiders

Within 1 Year of Petition Date

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Dates of Payments	Amount Paid					
Brendan Philbin Chief Operating Officer	5883 Rue Ferrari	San Jose	CA	95138	9/29/2006	\$ 8,814.40					
					10/2/2006	2,500.00					
					10/13/2006	8,814.40					
					10/27/2006	8,814.40					
					11/2/2006	2,500.00					
					11/2/2006	2,500.00					
					11/9/2006	8,814.40					
					11/22/2006	8,814.40					
					12/1/2006	2,500.00					
					12/8/2006	8,814.40					
					12/22/2006	250.00					
					12/22/2006	8,814.40					
					1/5/2007	2,500.00					
					2/5/2007	2,500.00					
					3/1/2007	2,500.00					
					4/6/2007	2,500.00					
					5/4/2007	2,500.00					
					6/1/2007	2,500.00					
					7/20/2007	2,500.00					
					8/14/2007	2,500.00					
					8/15/2007	2,500.00					
					9/7/2007	2,500.00					
Brendan Philbin Total						\$ 88,136.40					
John K. Mertz VP & Chief Information Officer	26760 Adams Road	Los Gatos	CA	95033	9/29/2006	\$ 6,780.09					
					10/2/2006	2,500.00					
					10/13/2006	4,164.72					
					10/27/2006	7,164.72					
					11/2/2006	2,500.00					
					11/2/2006	2,500.00					
					11/9/2006	7,164.72					
					11/22/2006	7,164.72					
					12/1/2006	2,500.00					
					12/8/2006	7,164.72					
					12/22/2006	7,164.72					
					1/5/2007	2,500.00					
					2/5/2007	2,500.00					
					3/1/2007	2,500.00					
					4/6/2007	2,500.00					
					5/4/2007	2,500.00					
					6/1/2007	2,500.00					
					7/20/2007	2,500.00					
					8/15/2007	2,500.00					
					9/7/2007	2,500.00					
					John K. Mertz Total						\$ 79,268.41
					Ken Dawson President	5883 Rue Ferrari	San Jose	CA	95138	9/29/2006	\$ 10,368.95
10/2/2006	2,500.00										
10/13/2006	10,368.95										
10/27/2006	10,368.95										
11/2/2006	2,500.00										
11/9/2006	10,368.95										
11/22/2006	10,368.95										
12/1/2006	2,500.00										
12/8/2006	10,368.95										
12/15/2006	25.00										
12/22/2006	10,368.95										
1/5/2007	10,981.00										

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETTEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Dates of Payments	Amount Paid
Ken Dawson President	5883 Rue Ferrari	San Jose	CA	95138	1/5/2007	2,500.00
					1/5/2007	10,981.00
					1/19/2007	31,769.91
					1/19/2007	10,981.00
					2/2/2007	11,865.88
					2/5/2007	2,500.00
					2/16/2007	11,423.08
					3/1/2007	2,500.00
					3/2/2007	11,423.08
					3/16/2007	11,423.08
					3/30/2007	11,423.08
					4/6/2007	2,500.00
					4/13/2007	11,423.08
					4/27/2007	11,423.08
					5/4/2007	2,500.00
					5/11/2007	11,423.08
					5/25/2007	11,423.08
					6/1/2007	2,500.00
					6/8/2007	11,423.08
					6/22/2007	11,423.08
					7/6/2007	11,423.08
					7/20/2007	11,423.08
					7/20/2007	2,500.00
					8/3/2007	11,423.08
					8/15/2007	2,500.00
					8/17/2007	11,423.08
					8/31/2007	11,423.08
					9/7/2007	2,500.00
					9/14/2007	11,423.08
Ken Dawson Total						\$ 361,955.72
Michael Casey Shareholder	10226 Oakshire Drive	Carmel	CA	93923	10/12/2006	\$ 1,000.00
					11/2/2006	1,000.00
					11/2/2006	1,000.00
					12/1/2006	1,000.00
					1/5/2007	1,000.00
					2/5/2007	1,000.00
					3/1/2007	1,000.00
					4/6/2007	1,000.00
					5/4/2007	1,000.00
					6/1/2007	1,000.00
					7/16/2007	1,000.00
					8/6/2007	1,000.00
					9/7/2007	1,000.00
Michael Casey Total						\$ 13,000.00
Royal Bank of Canada	20 King Street West, 9th Floor	Toronto	ON	M5H 1C4	11/20/2006	\$ 60,000.00
					4/19/2007	10,000.00
					7/23/2007	10,000.00
Royal Bank of Canada Total						\$ 80,000.00
Thermo Credit (ICS) Subsidiary	1250 Poydras Street, Suite 500	New Orleans	LA	70113	9/13/2006	\$ 126,710.73
					9/20/2006	115,299.98
					9/27/2006	161,238.52
					10/4/2006	78,543.53
					10/11/2006	149,957.33
					10/18/2006	112,872.49
					10/25/2006	168,213.06
					11/1/2006	149,205.49

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Dates of Payments	Amount Paid
Thermo Credit (ICS)	1250 Poydras Street, Suite 500	New Orleans	LA	70113	11/8/2006	131,240.05
Subsidiary					11/15/2006	158,064.21
					11/22/2006	162,545.71
					11/29/2006	172,677.01
					12/6/2006	162,993.66
					12/13/2006	137,120.26
					12/20/2006	155,648.79
					12/27/2006	179,930.15
					1/3/2007	178,605.54
					1/10/2007	156,218.17
					1/17/2007	180,175.50
					1/24/2007	175,237.66
					1/31/2007	211,523.33
					2/7/2007	178,036.89
					2/14/2007	134,441.90
					2/21/2007	198,043.57
					2/28/2007	168,833.40
					3/7/2007	217,089.46
					3/14/2007	168,106.28
					3/21/2007	193,039.26
					3/28/2007	179,237.59
					4/4/2007	158,378.63
					4/11/2007	163,734.48
					4/18/2007	184,025.47
					4/25/2007	182,753.05
					5/2/2007	141,064.72
					5/9/2007	119,748.18
					5/16/2007	223,109.84
					5/23/2007	188,840.68
					5/30/2007	209,552.05
					6/6/2007	162,717.30
					6/13/2007	153,715.29
					6/20/2007	142,211.10
					6/27/2007	202,552.52
					7/4/2007	183,174.23
					7/11/2007	153,868.74
					7/18/2007	204,280.92
					7/25/2007	188,703.31
					8/1/2007	164,206.43
					8/8/2007	141,839.63
					8/15/2007	198,166.85
					8/22/2007	188,576.71
					8/29/2007	211,469.38
					9/5/2007	166,992.46
					9/12/2007	148,193.96
Thermo Credit (ICS) Total						\$ 8,842,725.45
PaymentOne Corporation	5883 Rue Ferrari	San Jose	CA	95138	9/14/2006	\$ 536,922.34
Subsidiary					9/21/2006	491,882.70
					9/28/2006	93,427.14
					10/5/2006	361,316.09
					10/12/2006	753,751.46
					10/19/2006	382,436.88
					10/26/2006	416,597.53
					11/2/2006	1,329,299.98
					11/6/2006	102,271.85
					11/9/2006	596,489.47
					11/16/2006	445,076.14
					11/22/2006	797,013.68

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRATEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Dates of Payments	Amount Paid
PaymentOne Corporation Subsidiary	5883 Rue Ferrari	San Jose	CA	95138	11/30/2006	965,663.92
					12/7/2006	1,335,047.05
					12/14/2006	569,104.13
					12/21/2006	587,935.49
					12/28/2006	804,783.65
					12/29/2006	1,000,000.00
					1/4/2007	408,311.63
					1/11/2007	604,028.29
					1/18/2007	179,585.96
					1/25/2007	524,433.15
					1/29/2007	272,947.26
					2/1/2007	409,810.27
					2/2/2007	330,697.62
					2/7/2007	115,000.00
					2/8/2007	1,102,527.97
					2/15/2007	650,877.21
					2/22/2007	513,024.36
					2/28/2007	77,797.53
					3/6/2007	39,427.69
					3/8/2007	1,496,578.10
					3/13/2007	63,008.95
					3/15/2007	681,328.62
					3/22/2007	352,939.32
					3/29/2007	338,040.56
					3/30/2007	39,426.05
					4/5/2007	1,034,154.91
					4/12/2007	450,506.08
					4/19/2007	533,300.16
					4/26/2007	375,357.12
					5/3/2007	1,406,436.33
					5/10/2007	279,075.37
					5/17/2007	507,054.55
					5/24/2007	388,295.41
					5/31/2007	472,465.70
					6/7/2007	976,847.16
					6/14/2007	382,128.44
					6/21/2007	106,795.37
					6/29/2007	629,109.80
					7/5/2007	863,863.00
					7/9/2007	158,000.00
					7/12/2007	134,244.68
					7/19/2007	269,301.01
					7/26/2007	251,096.34
					7/31/2007	612,534.15
					8/2/2007	459,114.30
					8/7/2007	303,331.25
					8/16/2007	527,584.57
					8/23/2007	559,389.67
					8/30/2007	118,281.10
					9/6/2007	1,158,575.51
					9/13/2007	423,613.26
PaymentOne Corporation Total						\$ 33,149,265.28
Inmate Calling Solutions, LLC Subsidiary	5883 Rue Ferrari	San Jose	CA	95138	10/16/06	\$ 210,000.00 [1]
					10/16/06	135,000.00 [1]
					10/16/06	65,000.00 [1]
					11/06/06	129,000.00 [1]
					11/16/06	200,000.00 [1]
					12/15/06	150,000.00 [1]

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE BILLING RESOURCE, dba INTEGRETEL, a California corporation
Case No. 07-52890

Name	Address	City	State	Zip	Dates of Payments	Amount Paid
Inmate Calling Solutions, LLC	5883 Rue Ferrari	San Jose	CA	95138	01/18/07	200,000.00 [1]
Subsidiary					01/18/07	100,000.00 [1]
					01/19/07	150,000.00 [1]
					02/02/07	230,000.00 [1]
					02/15/07	600,000.00 [1]
					03/15/07	500,000.00 [1]
					03/15/07	210,000.00 [1]
					03/15/07	194,000.00 [1]
					04/16/07	100,000.00 [1]
					04/18/07	150,000.00 [1]
					05/07/07	375,000.00 [1]
					06/08/07	221,000.00 [1]
					07/06/07	133,000.00 [1]
					07/19/07	75,000.00 [1]
					08/07/07	50,000.00 [1]
					08/10/07	150,000.00 [1]
					08/16/07	280,000.00 [1]
					08/16/07	100,000.00 [1]
					09/14/07	281,000.00 [1]
Inmate Calling Solutions, LLC Total						\$ 4,288,000.00
Grand Total						\$ 47,514,214.86

Notes:

[1] The Billing Resource has received \$3,401,000 from ICS in the period from 9/17/06 through 9/16/07 in the form of loan repayments.

1 John D. Fiero (CA Bar No. 136557)
Maxim B. Litvak (CA Bar No. 215852)
2 PACHULSKI STANG ZIEHL & JONES LLP
150 California Street, 15th Floor
3 San Francisco, California 94111-4500
Telephone: 415/263-7000
4 Facsimile: 415/263-7010

5 Attorneys for The Official Committee of Unsecured Creditors

6 Michael H. Ahrens (CA Bar No. 44766)
Steven B. Sacks (CA Bar No. 98875)
7 Ori Katz (CA Bar No. 209561)
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
8 A Limited Liability Partnership
Including Professional Corporations
9 Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4106
10 Telephone: 415.434.9100
Facsimile: 415.434.3947

11 Attorneys for Debtor and Debtor-in-Possession
12 Old T.B.R., Incorporated, f/k/a The Billing Resource, dba Integretel

13 **UNITED STATES BANKRUPTCY COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SAN JOSE DIVISION**

16 In re
17 OLD T.B.R., INCORPORATED, f/k/a THE
BILLING RESOURCE, dba INTEGRETAL,
18
19 Debtor

Case No.: 07-52890 ASW

Chapter 11

**SECOND AMENDED JOINT
CHAPTER 11 PLAN OF
REORGANIZATION**

Date: September 1, 2009
Time: 10:00 A.M.
Place: United States Bankruptcy Court
280 South First Street
San Jose, CA
Judge: Hon. Arthur S. Weissbrodt
Crm: 3020

DOCUMENT NUMBER 1412

07616 JUL 27 0

RECEIVED IN COURT

SECOND AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION

Table of Contents

		Page
1		
2		
3	Article I - DEFINITIONS.....	I
4	1.1 Scope of Definitions.....	1
	1.2 "Accrued".....	1
5	1.3 "Administrative Claim".....	1
	1.4 "Administrative Claim Bar Date".....	1
6	1.5 "Allowed Claim" or "Allowed [] Claim".....	2
	1.6 "Avoidance Actions".....	2
7	1.7 "Ballot".....	2
	1.8 "Bankruptcy Code".....	2
8	1.9 "Bankruptcy Court".....	3
	1.10 "Bankruptcy Rules".....	3
9	1.11 "Bar Date".....	3
	1.12 "Business Day".....	3
10	1.13 "Cash".....	3
	1.14 "Chapter 11 Case".....	3
11	1.15 "CIT".....	3
	1.16 "Claim".....	3
12	1.17 "Class".....	3
	1.18 "Committee".....	3
13	1.19 "Confirmation".....	3
	1.20 "Confirmation Date".....	3
14	1.21 "Confirmation Hearing".....	4
	1.22 "Confirmation Order".....	4
15	1.23 "Creditor".....	4
	1.24 "Debtor".....	4
16	1.25 "Debtor-in-Possession".....	4
	1.26 "Deficiency Claim".....	4
17	1.27 "Discharge Injunction".....	4
	1.28 "Disclosure Statement".....	4
18	1.29 "Disputed Claim" or "Disputed [] Claim".....	4
	1.30 "Effective Date".....	4
19	1.31 "Entity".....	4
	1.32 "Estate".....	4
20	1.33 "Estate Cash".....	5
	1.34 "Estate Proceeds Account".....	5
21	1.35 "Fee Claim".....	5
	1.36 "Fee Claim Bar Date".....	5
22	1.37 "File", "Filed", or "Filing".....	5
	1.38 "Final Order".....	5
23	1.39 "General Unsecured Claim".....	5
	1.40 "Impaired".....	5
24	1.41 "ICS Royalty".....	6
	1.42 "Interest".....	6
25	1.43 "IS 900".....	6
	1.44 "LEC Receipts".....	6
26	1.45 "Lien".....	6
	1.46 "Liquidating Trustee".....	6
27	1.47 "Liquidating Trust Agreement".....	6
	1.48 "Net Avoidance Actions Proceeds".....	6
28	1.49 "Network Telephone".....	6
	1.50 "Other Priority Claim".....	7

Table of Contents

	Page
1.51 "PaymentOne"	7
1.52 "P1 Equity"	7
1.53 "P1 Debt"	7
1.54 "P1 Pre-Petition Transfers"	7
1.55 "P1 Post-Petition Payments"	7
1.56 "PCS"	7
1.57 "Person"	7
1.58 "Petition Date"	7
1.59 "Plan"	7
1.60 "Plan Expenses"	7
1.61 "Plan Supplement"	8
1.62 "Priority Tax Claim"	8
1.63 "Proceeds"	8
1.64 "Professionals"	8
1.65 "Property"	8
1.66 "Pro Rata"	8
1.67 "Reserved Claims Pool"	8
1.68 "Reserved Claims Pool Account"	9
1.69 "Schedules"	9
1.70 "Secured Claim"	9
1.71 "Tax Refunds"	9
1.72 "Unimpaired"	9
Article II - METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS	9
2.1 General Rules of Classification	9
2.2 Administrative Claims, Priority Tax Claims and Fee Claims	10
2.3 Bar Date for Administrative Claims	10
2.4 Bar Date for Fee Claims	10
2.5 Bar Date for All Other Claims	10
CLASSIFICATION OF CLAIMS AND INTERESTS	11
2.6 Class 1 Claims shall consist of all Other Priority Claims	11
2.7 Class 2 Claims shall consist of the Secured Claim of PaymentOne	11
2.8 Class 3 Claims shall consist of the Secured Claim of PCS	11
2.9 Class 4 Claims shall consist of the Secured Claim of Personal Voice	11
2.10 Class 5 Claims shall consist of the Secured Claim of Network Telephone	11
2.11 Class 6 Claims shall consist of the Secured Claim of CIT	11
2.12 Class 7 Claims shall consist of the Secured Claim of Highline	11
2.13 Class 8 Claims shall consist of the Secured Claim of Iron Mountain Information, Inc.	11
2.14 Class 9 Claims shall consist of the Secured Claim of Omni d/b/a POL, Inc. ("POL")	11
2.15 Class 10 Claims shall consist of the Secured Claim of Southwestern Bell	11
2.16 Class 11 Claims shall consist of the Secured Claim of BellSouth Telecommunications, Inc.	11
2.17 Class 12 Claims shall consist of the Secured Claim of Verizon	11
2.18 Class 13 Claims shall consist of the Secured Claim of Mytelebill	11
2.19 Class 14 Claims shall consist of the Secured Claim of Bealls Communications. Group ..	11
2.20 Class 15 Claims shall consist of General Unsecured Claims	11
2.21 Class 16 Claims shall consist of Preferred Stockholders	11
2.22 Class 17 Claims shall consist of Class A Common Stockholders	11
2.23 Class 18 Claims shall consist of Class B Common Stockholders	11

Table of Contents

	Page
Article III - TREATMENT OF ADMINISTRATIVE CLAIMS, FEES CLAIMS, PRIORITY TAX CLAIMS, AND UNIMPAIRED CLASSES.....	12
3.1 Administrative Claims.....	12
3.2 Priority Tax Claims.....	12
3.3 Fee Claims.....	12
3.4 Class 1 – Other Priority Claims.....	12
3.5 Class 2 – Secured Claim of PaymentOne.....	13
3.6 Class 3 – Secured Claim of PCS.....	13
3.7 Class 4 – Secured Claim of Personal Voice.....	13
3.8 Class 5 – Secured Claim of Network Telephone.....	14
3.9 Class 6 – Secured Claim of CIT.....	15
3.10 Class 7 – Secured Claim of Highline.....	15
3.11 Class 8 – Secured Claim of Iron Mountain Information, Inc.....	15
3.12 Class 9 – Secured Claim of POL.....	16
3.13 Class 10 – Secured Claim of Southwestern Bell.....	16
3.14 Class 11 – Secured Claim of BellSouth Telecommunications, Inc.....	16
3.15 Class 12 – Secured Claim of Verizon.....	17
3.16 Class 13 – Secured Claim of Mytelebill.....	17
3.17 Class 14 – Secured Claim of Bealls Communications Group.....	18
Article IV - TREATMENT OF IMPAIRED CLASSES.....	18
4.1 Class 15 – General Unsecured Claims.....	18
4.2 Class 16 – Preferred Stockholders.....	18
4.3 Class 17 – Class A Common Stockholders.....	18
4.4 Class 18 – Class B Common Stockholders.....	19
4.5 Reservation of Rights.....	19
Article V - MEANS FOR IMPLEMENTATION OF THE PLAN.....	19
5.1 Corporate Action.....	19
5.2 Rejection of Remaining Contracts.....	19
5.3 The Liquidating Trustee.....	19
5.4 Sources of Funds for Payment of Allowed Claims.....	20
5.5 Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority Tax Claims and Allowed Class 1 Claims.....	20
5.6 Payment of Any Allowed Secured Claims.....	21
5.7 Distributions.....	21
5.8 Liquidating Trustee's Responsibility Under Plan.....	21
5.9 Notice of Material Actions by the Liquidating Trustee.....	22
5.10 Vesting.....	22
Article VI - DISTRIBUTIONS UNDER THE PLAN.....	23
6.1 Distributions for Claims Allowed as of the Effective Date.....	23
6.2 Disputed Claims.....	23
6.3 Claims Objection Deadline.....	24
6.4 Settlement of Disputed Claims.....	24
6.5 Unclaimed Property.....	25
6.6 Release of Liens.....	25
6.7 Rights of Actions.....	25
6.8 Allocation of Plan Distributions Between Principal and Interest.....	26
6.9 Withholding Taxes.....	26
6.10 Fractional Cents.....	26

Table of Contents

	Page
6.11 Payments of Less than Ten Dollars	26
Article VII - UNEXPIRED LEASES AND EXECUTORY CONTRACTS.....	26
7.1 Treatment of All Agreements.....	26
7.2 Claims for Damages.....	27
Article VIII - EFFECT OF CONFIRMATION OF THE PLAN.....	27
Article IX - RETENTION OF JURISDICTION	30
9.1 Claims.....	30
9.2 Injunction, etc.....	30
9.3 Professional Fees.....	30
9.4 Certain Priority Claims.....	30
9.5 Dispute Resolution.....	31
9.6 Executory Contracts and Unexpired Leases.....	31
9.7 Actions.....	31
9.8 General Matters.....	31
9.9 Plan Modification.....	31
9.10 Aid Consummation.....	31
9.11 Protect Property.....	31
9.12 Abandonment of Property.....	31
9.13 Implementation of Confirmation Order.....	32
9.14 Final Decree/Order.....	32
Article X - MISCELLANEOUS PROVISIONS	32
10.1 Pre-Confirmation Modification.....	32
10.2 Post-Confirmation Immaterial Modification.....	32
10.3 Post-Confirmation Material Modification.....	32
10.4 Withdrawal or Revocation of the Plan.....	32
10.5 Payment of Statutory Fees.....	32
10.6 Successors and Assigns.....	33
10.7 Cramdown.....	33
10.8 Governing Law.....	33
10.9 Notices.....	33
10.10 Saturday, Sunday or Legal Holiday.....	33
10.11 Section 1145 Exemption.....	34
10.12 Section 1146 Exemption.....	34
10.13 Severability.....	34
10.14 Headings.....	34
10.15 Quarterly Reports to the Office of the United States Trustee.....	34
Article XI - CONFIRMATION REQUEST	35

INTRODUCTION

Old T.B.R Incorporated, formerly known as The Billing Resource, dba Integretel, a California corporation, the above-captioned debtor and debtor in possession ("Old TBR" or the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") of the Debtor, hereby jointly propose this Chapter 11 Plan of Reorganization pursuant to section 1121 of the Bankruptcy Code. Reference is made to the Disclosure Statement for risk factors and a summary and analysis of the Plan and certain related matters. The Debtor and the Committee (together, the "Proponents") are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Proponents expressly reserve the right to alter, amend or modify this Plan, one or more times, before its substantial consummation.

ARTICLE I

DEFINITIONS

1.1 **Scope of Definitions.** As used in this Plan, the following terms shall have the respective meanings specified below. Whenever the context requires, such terms shall include the plural as well as the singular, the masculine gender shall include the feminine and the feminine gender shall include the masculine.

1.2 "Accrued" shall mean an expense incurred but not yet billed for and/or paid.

1.3 "Administrative Claim" shall mean a Claim under sections 503(b) and 1114(e)(2) of the Bankruptcy Code or determined to be an Allowed Administrative Claim by a Final Order that is entitled to priority under section 507(a)(1) or 507(b) of the Bankruptcy Code, for costs or expenses of administration of the Chapter 11 Case including, without limitation, any actual and necessary expenses of operating the business of the Debtor or preserving the estate incurred after the Petition Date, and any and all fees and expenses of Professionals Filed under section 330, 331 or 503 of the Bankruptcy Code.

1.4 "Administrative Claim Bar Date" shall have the meaning set forth in section 2.3 of the Plan.

1 1.5 **"Allowed Claim" or "Allowed [] Claim"** shall mean: (a) any Claim, proof of
2 which is/was Filed with the Bankruptcy Court on or before the date designated by the Bankruptcy
3 Court as the last date(s) for Filing proofs of claim with respect to such Claim, or which has been or
4 hereafter is scheduled by the Debtor as liquidated in amount and not disputed or contingent and
5 which, in either case, is a Claim as to which no objection to the allowance thereof has been Filed
6 within the applicable period of limitation (if any) for objection to Claims fixed by the Bankruptcy
7 Court, or as to which any objection has been determined by a Final Order of the Bankruptcy Court
8 (allowing such Claim in whole or in part); (b) a Claim that is allowed (i) in any contract, instrument,
9 or other agreement entered into in connection with the Plan, (ii) in a Final Order, or (iii) pursuant to
10 the terms of the Plan; (c) a request for payment of an Administrative Claim, which is made before
11 the Administrative Claims Bar Date, or otherwise has been deemed timely asserted under applicable
12 law, and is an Administrative Claim as to which no objection to allowance thereof has been Filed
13 within the applicable deadline pursuant to section 2.3 of the Plan; or (d) any Claim that pursuant to
14 Bankruptcy section 502(c) or otherwise is estimated for distribution purposes by the Bankruptcy
15 Court in an amount in excess of \$0.00 by a Final Order. Except as otherwise provided herein, in
16 accordance with section 502(d) of the Bankruptcy Code, a Claim held by any party that is subject to
17 an Avoidance Action shall not be an Allowed Claim until such time as a Final Order is entered by
18 the Bankruptcy Court on the Avoidance Action and any judgment entered against such Creditor is
19 satisfied.

20 1.6 **"Avoidance Actions"** shall mean any and all claims and causes of action of the
21 Debtor or the Estate arising under the Bankruptcy Code under sections 544, 545, 547, 548, 549 and
22 550 thereof, or similar state laws such as the California Fraudulent Conveyance Act.

23 1.7 **"Ballot"** shall mean the form or forms that will be distributed along with the
24 Disclosure Statement for voting on acceptance or rejection of the Plan.

25 1.8 **"Bankruptcy Code"** shall mean the Bankruptcy Reform Act of 1978, 11 U.S.C.
26 sections 101, et. seq., as in effect on the Petition Date, and is amended effective as of the Petition
27 Date.
28

1 1.9 **"Bankruptcy Court"** shall mean the United States Bankruptcy Court for the
2 Northern District of California, or such other court as may hereafter be granted jurisdiction over the
3 Chapter 11 Case.

4 1.10 **"Bankruptcy Rules"** shall mean the Federal Rules of Bankruptcy Procedure, and the
5 local rules of the Bankruptcy Court, as in effect on the Petition Date, and as amended effective as of
6 the Petition Date.

7 1.11 **"Bar Date"** shall mean January 15, 2008, which was the date set by the Bankruptcy
8 Court as the last day to file proofs of Claim for non-governmental entities or March 20, 2008 which
9 was the date set by the Bankruptcy Court as the last day to file proofs of Claims for governmental
10 entities, as applicable.

11 1.12 **"Business Day"** shall mean any day other than a Saturday, Sunday or legal holiday
12 as such term is defined in Bankruptcy Rule 9006.

13 1.13 **"Cash"** shall mean cash and cash equivalents, including, but not limited to, wire
14 transfers, checks and other readily marketable direct obligations of the United States of America and
15 certificates of deposit issued by banks that.

16 1.14 **"Chapter 11 Case"** shall mean the above-captioned chapter 11 case pending for the
17 Debtor.

18 1.15 **"CIT"** shall mean CIT Technology Financing Services, Inc.

19 1.16 **"Claim"** shall mean a claim against the Debtor, whether or not asserted, as defined in
20 section 101(5) of the Bankruptcy Code.

21 1.17 **"Class"** shall mean a category of holders of Claims or Interests, as classified
22 pursuant to Article II of the Plan.

23 1.18 **"Committee"** shall mean the Official Committee of Unsecured Creditors appointed
24 by the Office of the United States Trustee, as existing as of the Confirmation Date.

25 1.19 **"Confirmation"** shall mean the entry of the Confirmation Order on the docket of the
26 Bankruptcy Court.

27 1.20 **"Confirmation Date"** shall mean the date of entry of an order of the Bankruptcy
28 Court confirming the Plan in accordance with the provisions of the Bankruptcy Code.

1 1.21 **"Confirmation Hearing"** shall mean the hearing to confirm the Plan.

2 1.22 **"Confirmation Order"** shall mean the order of the Bankruptcy Court confirming the

3 Plan pursuant to section 1129 of the Bankruptcy Code.

4 1.23 **"Creditor"** shall mean any person or entity having a Claim against the Debtor,

5 including without limitation a Claim that arose on or before the Petition Date or a Claim against the

6 Estate of any kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code.

7 1.24 **"Debtor"** shall mean Old T.B.R. Incorporated, formerly known as The Billing

8 Resource, dba Integretel, a California corporation.

9 1.25 **"Debtor-in-Possession"** shall mean the Debtor in the capacity, and with the status

10 and rights, conferred by sections 1107 and 1108 of the Bankruptcy Code.

11 1.26 **"Deficiency Claim"** shall mean, with respect to a Claim that is a Secured Claim, the

12 amount by which the Allowed amount of such Claim exceeds the value of the property owned or

13 held by the Debtor that collateralizes such Claim.

14 1.27 **"Discharge Injunction"** shall mean that injunction granted under section 8.8 of this

15 Plan which is effective on the Effective Date of the Plan.

16 1.28 **"Disclosure Statement"** shall mean the disclosure statement respecting the Plan, as

17 approved by the Bankruptcy Court as containing adequate information in accordance with section

18 1125 of the Bankruptcy Code, all exhibits and annexes thereto and any amendments or modifications

19 thereof.

20 1.29 **"Disputed Claim" or "Disputed [] Claim"** shall mean any Claim, including any

21 Administrative Claim, which has not become an Allowed Claim pursuant to the Plan or a Final

22 Order.

23 1.30 **"Effective Date"** shall mean that date which is the Business Day designated as such

24 by the Proponents in their sole discretion, provided the Effective Date may only occur on or after

25 entry of a Final Order.

26 1.31 **"Entity"** shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

27 1.32 **"Estate"** shall mean estate of the Debtor.

28

1 1.33 **"Estate Cash"** shall mean cash and cash equivalents, including, but not limited to,
2 wire transfers, checks and other readily marketable direct obligations of the United States of
3 America and certificates of deposit issued by banks that are property of the Debtor's bankruptcy
4 estate.

5 1.34 **"Estate Proceeds Account"** shall mean the bank account established by the
6 Liquidating Trustee into which all Estate Cash shall be deposited.

7 1.35 **"Fee Claim"** shall mean a claim under section 328, 330(a), 503 or 1103 of the
8 Bankruptcy Code for the compensation of a Professional for services rendered or reimbursement of
9 expenses incurred in the Chapter 11 Case on or prior to the Effective Date (including expenses of the
10 members of the Committee).

11 1.36 **"Fee Claim Bar Date"** shall have the meaning set forth in section 2.4 of the Plan.

12 1.37 **"File", "Filed", or "Filing"** shall mean file, filed or filing with the United States
13 Bankruptcy Court for the Northern District of California, San Jose Division.

14 1.38 **"Final Order"** shall mean an order entered by the Bankruptcy Court or any other
15 court exercising jurisdiction over the subject matter and the parties, as to which either of the
16 following have occurred: (i) no appeal, certiorari proceeding or other review reconsideration or
17 rehearing has been requested or is still pending, and the time for filing a notice of appeal or petition
18 for certiorari or further review, reconsideration or rehearing has expired; or (ii) if an appeal has been
19 filed as to such order, no stay of the effectiveness of such order has been issued by a court of
20 competent jurisdiction.

21 1.39 **"General Unsecured Claim"** shall mean any unsecured, non-priority Claim,
22 including, without limitation, any Deficiency Claim, Indemnification Claim or claim that is asserted
23 by the Receiver or the FTC, that is not an Administrative Claim, Priority Tax Claim, Other Priority
24 Claim or a Fee Claim.

25 1.40 **"Impaired"** shall have the meaning ascribed to such term in section 1124 of the
26 Bankruptcy Code.
27
28

1 1.41 **"ICS Royalty"** shall mean that certain set of royalty payments due on account of the
2 Debtor's sale of its equity interest in Inmate Calling Solutions, LLC, a California limited liability
3 company during the Chapter 11 Case.

4 1.42 **"Interest"** shall mean, with respect to the Debtor, any equity security or any other
5 security or agreement granting rights to convert to, purchase, hold or own any equity security in
6 Debtor as defined in section 101(16) of the Bankruptcy Code.

7 1.43 **"IS 900"** shall mean Information Services 900 LLC, a California limited liability
8 company.

9 1.44 **"LEC Receipts"** means all post-petition accounts receivable (other than reserves)
10 accrued at or before the closing of the Debtor's sale of its operating assets during the Chapter 11
11 Case arising from the Debtor's agreements with Local Exchange Carriers, including but not limited
12 to LEC holdbacks arising from transactions entered into during the Chapter 11 Case.

13 1.45 **"Lien"** shall mean a valid and enforceable lien, mortgage, security interest, pledge,
14 charge, encumbrance, or other legally cognizable security device of any kind.

15 1.46 **"Liquidating Trustee"** shall mean Kerry Krisher of GlassRatner Advisory & Capital
16 Group LLC, or any substitute or replacement of the Liquidating Trustee, who shall have the rights,
17 powers, duties and obligations set forth in the Plan, the Liquidating Trust Agreement, and the
18 Confirmation Order.

19 1.47 **"Liquidating Trust Agreement"** shall mean that certain Old T.B.R. Incorporated
20 Liquidating Trust Agreement, effective as of the Effective Date, substantially in the form attached to
21 the Plan Supplement, as it may be modified from time to time.

22 1.48 **"Net Avoidance Actions Proceeds"** shall mean any and all proceeds received by the
23 Liquidating Trustee after the Effective Date from Avoidance Actions, less all legal fees, costs and
24 other related expenses incurred in pursuing the Avoidance Actions and obtaining proceeds from the
25 Avoidance Actions.

26 1.49 **"Network Telephone"** shall mean Network Telephone Services, Inc.
27
28

1 1.50 **"Other Priority Claim"** shall mean any Claim against the Debtor other than an
2 Administrative Claim, Fee Claim or Priority Tax Claim entitled to priority in payment under section
3 507(a) of the Bankruptcy Code.

4 1.51 **"PaymentOne"** shall mean PaymentOne Corporation, a Delaware corporation.

5 1.52 **"P1 Equity"** shall mean 97.7% of the equity interests in PaymentOne on a non-
6 diluted basis.

7 1.53 **"P1 Debt"** shall mean those certain loans and extensions of credit to the Debtor,
8 incurred prior to the Chapter 11 Case, for an alleged aggregate principal amount of approximately
9 \$12,800,000.

10 1.54 **"P1 Pre-Petition Transfers"** shall mean the cash payments and other transfers of
11 property rights to P1 made by the Debtor in the one year prior to the filing of the Chapter 11 Case.

12 1.55 **"P1 Post-Petition Payments"** shall mean approximately \$4.1 million in cash
13 payments to P1 on account of debt incurred by the Debtor prior to the filing of the Chapter 11 Case
14 as adequate protection under certain cash collateral stipulations and cash collateral orders, with a
15 reservation of rights.

16 1.56 **"PCS"** shall mean Public Communications Services, Inc.

17 1.57 **"Person"** shall have the meaning ascribed to such term in section 101(41) of the
18 Bankruptcy Code.

19 1.58 **"Petition Date"** shall mean September 16, 2007, the date upon which the Debtor
20 filed its petition under Chapter 11 of the Bankruptcy Code, commencing the Chapter 11 Case.

21 1.59 **"Plan"** shall mean this Joint Chapter 11 Plan of Reorganization, all exhibits hereto
22 and any amendments or modifications hereof, all as supplemented by the Plan Supplement.

23 1.60 **"Plan Expenses"** shall mean all actual and necessary costs and expenses incurred
24 after the Effective Date in connection with the administration of the Plan, including, but not limited
25 to, (i) costs, expenses and legal fees incurred related to filing and prosecuting objections to Claims
26 incurred by the Liquidating Trustee, (ii) the costs, expenses and legal fees incurred to litigate,
27 estimate and settle the Avoidance Actions, including, but not limited to, attorneys' fees, accounting
28 fees, expert witness fees, and all costs relating to obtaining and distributing such recoveries, incurred

1 by the Liquidating Trustee, and (iii) all fees payable pursuant to section 1930 of Title 28 of the
2 United States Code.

3 1.61 **"Plan Supplement"** shall mean the supplemental appendix filed with the Bankruptcy
4 Court at least ten (10) days prior to the Confirmation Hearing that may contain, among other things,
5 the general form of the following documents: the Liquidating Trust Agreement.

6 1.62 **"Priority Tax Claim"** shall mean any Claim for taxes against the Debtor entitled to
7 priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

8 1.63 **"Proceeds"** shall mean the Cash received from the sale, transfer, or collection of
9 Property or the conversion of such Property to Cash in some other manner, whether received before
10 or after the Effective Date.

11 1.64 **"Professionals"** shall mean those Persons (i) employed pursuant to an order of the
12 Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code and to be
13 compensated for services rendered to the Debtor or the Committee prior to the Effective Date,
14 pursuant to sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) for which
15 compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section
16 503(b)(4) of the Bankruptcy Code.

17 1.65 **"Property"** means all property of the Debtor's Estate of any nature whatsoever, real
18 or personal, tangible or intangible, previously or now owned by the Debtor, or acquired by the
19 Debtor's Estate, as defined in section 541 of the Bankruptcy Code.

20 1.66 **"Pro Rata"** means, as of any distribution date, with respect to any Allowed Claim in
21 any Class, the proportion that such Allowed Claim bears to the aggregate amount of all Allowed
22 Claims and Disputed Claims, without duplication, in such Class.

23 1.67 **"Reserved Claims Pool"** shall mean an amount which shall be funded on or after the
24 Effective Date pursuant to Section 5.10 of this Plan for the purpose of holding as reserves the
25 amount of Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not
26 been finally resolved on the Effective Date.

27
28

1.68 **"Reserved Claims Pool Account"** shall mean the bank account established by the Liquidating Trust into which the Liquidating Trustee shall deposit amounts which constitute the Reserved Claims Pool.

1.69 **"Schedules"** shall mean the Debtor's Schedules of Assets and Liabilities Filed pursuant to Bankruptcy Rule 1007 as they may be amended from time to time.

1.70 "Secured Claim" shall mean all or a portion of a Claim existing on the Petition Date, as finally Allowed and approved by the Bankruptcy Court, to the extent that such claim is not greater than the value of the Property securing such Secured Claim.

1.71 **"Tax Refunds"** shall mean any tax refunds based upon taxes paid by the Debtor prior to the Petition Date.

1.72 **"Unimpaired"** shall mean any Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

All terms not expressly defined herein shall have the respective meanings given to such terms in section 101 of the Bankruptcy Code or as otherwise defined in applicable provisions of the Bankruptcy Code.

Unless otherwise specified herein, any reference to an Entity as a holder of a Claim or Interest includes that Entity's successors, assigns and affiliates pursuant to Bankruptcy Rule 3001(c).

The rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II

METHOD OF CLASSIFICATION OF CLAIMS

AND INTERESTS AND GENERAL PROVISIONS

2.1 General Rules of Classification. Generally, a Claim is classified in a particular Class for voting and distribution purposes only to the extent the Claim qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes. Unless otherwise provided, to the

1 extent a Claim qualifies for inclusion in a more specifically defined Class and a more generally-
2 defined Class, it shall be included in the more specifically defined Class.

3 2.2 Administrative Claims, Priority Tax Claims and Fee Claims. Administrative Claims,
4 Priority Tax Claims and Fee Claims have not been classified and are excluded from the Classes set
5 forth below in accordance with section 1123(a)(1) of the Bankruptcy Code.

6 2.3 Bar Date for Administrative Claims. Unless otherwise ordered by the Bankruptcy
7 Court, requests for payment of Administrative Claims (except for Fee Claims) must be Filed and
8 served on the Liquidating Trustee, and her counsel, no later than twenty (20) days after the Effective
9 Date (the "Administrative Claim Bar Date"). Any Entity that is required to File and serve upon the
10 Liquidating Trustee (and her counsel) a request for payment of an Administrative Claim and fails to
11 timely File and serve such request, shall be forever barred, estopped and enjoined from asserting
12 such Claim or participating in distributions under the Plan on account thereof. Objections to
13 requests for payment of Administrative Claims (except for Fee Claims) must be Filed and served on
14 the Liquidating Trustee and her counsel, and the party requesting payment of an Administrative
15 Claim within thirty (30) days after the Filing of such request for payment. Nothing herein shall
16 preclude the Liquidating Trustee from paying any Administrative Claims in the normal course of
17 business.

18 2.4 Bar Date for Fee Claims. Unless otherwise ordered by the Bankruptcy Court,
19 requests for payment of Fee Claims incurred through the Effective Date, must be Filed and served on
20 the Liquidating Trustee, and her counsel no later than thirty (30) days after the Effective Date (the
21 "Fee Claim Bar Date"). Any Professional that is required to File and serve a request for payment of
22 a Fee Claim and fails to timely File and serve such request, shall be forever barred, estopped and
23 enjoined from asserting such Fee Claim or participating in distributions under the Plan on account
24 thereof. Objections to Fee Claims must be filed and served on the Liquidating Trustee, and her
25 counsel, and the requesting party within twenty (20) days after the Filing of the applicable request
26 for payment of the Fee Claim.

27 2.5 Bar Date for All Other Claims. The Bar Date was and remains the last date for Filing
28 any Claim other than: (i) an Administrative Claim; (ii) a Fee Claim; (iii) a claim pursuant to

1 Bankruptcy Rule 3002(c)(3); or (iv) a claim pursuant to Bankruptcy Rule 3002(c)(4). Except for
2 those specific types of claims listed as items (i) – (iv) of the immediately preceding sentence, any
3 Entity that fails to File a proof of Claim by no later than the Bar Date shall be forever barred,
4 estopped and enjoined from asserting such Claim or participating in distributions under the Plan on
5 account thereof.

6 **CLASSIFICATION OF CLAIMS AND INTERESTS**

7 The following is the designation of the Classes of Claims and Interests under the Plan:

8 2.6 Class 1 Claims shall consist of all Other Priority Claims.

9 2.7 Class 2 Claims shall consist of the Secured Claim of PaymentOne.

10 2.8 Class 3 Claims shall consist of the Secured Claim of PCS.

11 2.9 Class 4 Claims shall consist of the Secured Claim of Personal Voice.

12 2.10 Class 5 Claims shall consist of the Secured Claim of Network Telephone.

13 2.11 Class 6 Claims shall consist of the Secured Claim of CIT.

14 2.12 Class 7 Claims shall consist of the Secured Claim of Highline.

15 2.13 Class 8 Claims shall consist of the Secured Claim of Iron Mountain Information, Inc.

16 2.14 Class 9 Claims shall consist of the Secured Claim of Omni d/b/a POL, Inc. ("POL").

17 2.15 Class 10 Claims shall consist of the Secured Claim of Southwestern Bell.

18 2.16 Class 11 Claims shall consist of the Secured Claim of BellSouth

19 Telecommunications, Inc.

20 2.17 Class 12 Claims shall consist of the Secured Claim of Verizon.

21 2.18 Class 13 Claims shall consist of the Secured Claim of Mytelebill.

22 2.19 Class 14 Claims shall consist of the Secured Claim of Bealls Communications.

23 Group.

24 2.20 Class 15 Claims shall consist of General Unsecured Claims.

25 2.21 Class 16 Claims shall consist of Preferred Stockholders.

26 2.22 Class 17 Claims shall consist of Class A Common Stockholders.

27 2.23 Class 18 Claims shall consist of Class B Common Stockholders.

28

1 ARTICLE III

2 **TREATMENT OF ADMINISTRATIVE CLAIMS,**

3 **FEES CLAIMS, PRIORITY TAX CLAIMS, AND UNIMPAIRED CLASSES**

4 3.1 **Administrative Claims.** Each holder of an Allowed Administrative Claim shall be
5 paid in respect of such Allowed Claim (a) the full amount thereof in Cash, as soon as practicable
6 after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an Allowed
7 Claim, or upon such other terms as may be agreed upon by the holder of such Allowed Claim, or (b)
8 such lesser amount as the holder of such Allowed Administrative Claim and the Committee and the
9 Debtor prior to the Effective Date (or the Liquidating Trustee following the Effective Date) might
10 otherwise agree. No filed Administrative Claim shall be deemed an Allowed Claim until the 30-day
11 objection period set forth in Section 2.3 has passed without any objection having been filed.

12 3.2 **Priority Tax Claims.** Except as provided herein, each holder of an Allowed Priority
13 Tax Claim shall be paid in respect of such Allowed Claim in the discretion of the Liquidating
14 Trustee either (a) the full amount thereof, without post-petition interest or penalty, in Cash, as soon
15 as practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes
16 an Allowed Claim or upon such other terms as may be agreed upon by the holder of such Allowed
17 Claim, or (b) in nine equal installments with interest commencing on December 15, 2009 and
18 continuing on April 15, August 15, and December 15 of 2010 and of each succeeding year until a
19 final payment no later than August 15, 2012 or upon such other terms as may be agreed upon by the
20 holder of such Allowed Claim, or (c) such lesser amount as the holder of such Allowed Priority Tax
21 Claim and the Debtor prior to the Effective Date and the Liquidating Trustee following the Effective
22 Date might otherwise agree.

23 3.3 **Fee Claims.** Each holder of an Allowed Fee Claim shall receive 100% of the unpaid
24 amount of such Allowed Fee Claim in Cash on the Effective Date or as soon as practicable after such
25 Fee Claim becomes an Allowed Claim. The allowance of Fee Claims shall be subject to approval by
26 the Bankruptcy Court.

27 3.4 **Class 1 – Other Priority Claims.** Each holder of an Allowed Other Priority Claim
28 shall be paid in respect of such Allowed Claim (a) the full amount thereof in Cash, as soon as

1 practicable after the later of (i) the Effective Date and (ii) the date on which such Claim becomes an
2 Allowed Claim, or upon such other terms as may be agreed upon by the holder of such Allowed
3 Claim, or (b) such lesser amount as the holder of such Allowed Other Priority Claim and the Debtor
4 prior to the Effective Date and the Liquidating Trustee following the Effective Date might otherwise
5 agree. The holder of a Claim in this Class is not impaired and, therefore, not entitled to vote.

6 3.5 Class 2 – Secured Claim of PaymentOne. PaymentOne's prepetition Secured Claim
7 has been assigned to the Debtor's estate and is now property of the estate pursuant to Bankruptcy
8 Code sections 541(a)(3) and/or 541(a)(7). To the extent that the Claim of PaymentOne is a Secured
9 Claim, the bankruptcy estate shall be entitled to PaymentOne's rights as a secured claimant and a
10 foreclosure of such lien position shall be deemed to have occurred on the day prior to the Effective
11 Date. The holder of the PaymentOne claim is not impaired and, therefore, not entitled to vote. As a
12 consequence of the foreclosure sale described above, any secured creditor whose claim is junior in
13 priority to such claim will be rendered unsecured under Bankruptcy Code section 506(a).

14 3.6 Class 3 – Secured Claim of PCS. PCS's prepetition Secured Claim shall be treated as
15 a contingent Secured Claim in an unliquidated amount. To the extent not already paid in full prior to
16 the Effective Date, on the Effective Date or as soon thereafter as practicable, the PCS Claim shall
17 remain secured by a replacement lien in the same assets or proceeds thereof, if any, in which PCS
18 had an interest prepetition. Either the Debtor or the Committee is likely to object to this claim. To
19 the extent that the Claim of PCS is a Secured Claim, PCS shall be entitled to its rights as a secured
20 claimant. PCS is not impaired and, therefore, not entitled to vote. To the extent that PCS is not
21 entitled to a Secured Claim any Deficiency Claim of PCS shall be a Claim in Class 15 and,
22 notwithstanding the immediately prior sentence, PCS shall be entitled to vote such Deficiency Claim
23 as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
24 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
25 (which is believed to be junior in priority to such claim) will be rendered unsecured under
26 Bankruptcy Code section 506(a).

27 3.7 Class 4 – Secured Claim of Personal Voice. Personal Voice's prepetition Secured
28 Claim shall be treated as a contingent Secured Claim in an unliquidated amount. To the extent not

1 already paid in full prior to the Effective Date, on the Effective Date or as soon thereafter as
2 practicable, the Personal Voice Claim shall remain secured by a replacement lien in the same assets
3 or proceeds thereof, if any, in which Personal Voice had an interest prepetition. This claim is the
4 subject of a pending summary judgment motion in a pending adversary proceeding challenging its
5 allegedly secured status. To the extent that the Claim of Personal Voice is a Secured Claim,
6 Personal Voice shall be entitled to its rights as a secured claimant. Personal Voice is not impaired
7 and, therefore, not entitled to vote. To the extent that Personal Voice is not entitled to a Secured
8 Claim any Deficiency Claim of Personal Voice shall be a Claim in Class 15 and, notwithstanding the
9 immediately prior sentence, Personal Voice shall be entitled to vote such Deficiency Claim as a
10 Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the
11 foreclosure of the secured claim position assigned by PaymentOne described above, this claim
12 (which is believed to be junior in priority to such claim) will be rendered unsecured under
13 Bankruptcy Code section 506(a).

14 3.8 Class 5 – Secured Claim of Network Telephone. Network Telephone's prepetition
15 Secured Claim shall be treated as a contingent Secured Claim in an unliquidated amount. To the
16 extent not already paid in full prior to the Effective Date, on the Effective Date or as soon thereafter
17 as practicable, the Network Telephone Claim shall remain secured by a replacement lien in the same
18 assets or proceeds thereof, if any, in which Network Telephone had an interest prepetition. Either
19 the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of
20 Network Telephone is a Secured Claim, Network Telephone shall be entitled to its rights as a
21 secured claimant. Network Telephone is not impaired and, therefore, not entitled to vote. To the
22 extent that Network Telephone is not entitled to a Secured Claim any Deficiency Claim of Network
23 Telephone shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence,
24 Network Telephone shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan
25 Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim
26 position assigned by PaymentOne described above, this claim (which is believed to be junior in
27 priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

1 3.9 Class 6 – Secured Claim of CIT. CIT's prepetition Secured Claim shall be treated as
2 a Secured Claim in an unliquidated amount. To the extent not already paid in full prior to the
3 Effective Date, on the Effective Date or as soon thereafter as practicable, the CIT Claim shall remain
4 secured by a replacement lien in the same assets or proceeds thereof, if any, in which CIT had an
5 interest prepetition. CIT shall be entitled to its rights as a secured claimant. Either the Debtor or the
6 Committee is likely to object to this claim. CIT is not impaired and, therefore, not entitled to vote.
7 The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the
8 secured claim position assigned by PaymentOne described above, this claim (which is believed to be
9 junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

10 3.10 Class 7 – Secured Claim of Highline. Highline's prepetition Secured Claim shall be
11 treated as a Secured Claim in an unliquidated amount. To the extent not already paid in full prior to
12 the Effective Date, on the Effective Date or as soon thereafter as practicable, the Highline Claim
13 shall remain secured by a replacement lien in the same assets or proceeds thereof, if any, in which
14 Highline had an interest prepetition. Either the Debtor or the Committee is likely to object to this
15 claim. Highline shall be entitled to its rights as a secured claimant. Highline is not impaired and,
16 therefore, not entitled to vote. The Plan Proponents are informed and believe that, as a consequence
17 of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim
18 (which is believed to be junior in priority to such claim) will be rendered unsecured under
19 Bankruptcy Code section 506(a).

20 3.11 Class 8 – Secured Claim of Iron Mountain Information, Inc. Iron Mountain
21 Information, Inc. ("Iron Mountain") alleges a prepetition claim in the amount of \$1,983.68 which is
22 allegedly secured by 4,211 boxes of personal property and other items in storage. Either the Debtor
23 or the Committee is likely to object to this claim. To the extent that the Claim of Iron Mountain
24 Information is a Secured Claim, Iron Mountain Information shall be entitled to its rights as a secured
25 claimant. Iron Mountain Information is not impaired and, therefore, not entitled to vote. To the
26 extent that Iron Mountain Information is not entitled to a Secured Claim any Deficiency Claim of
27 Iron Mountain shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence,
28 Iron Mountain Information shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The

1 Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured
2 claim position assigned by PaymentOne described above, this claim (which is believed to be junior
3 in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

4 3.12 Class 9 – Secured Claim of POL. POL's liquidated claims set forth in the POL
5 Agreement have been paid, other than its claim with regard to the New York Tax Matter, and it also
6 has an unliquidated claim arising from the Tennessee Tax Matter (the "Remaining Claims"). POL's
7 Remaining Claims shall be treated as a contingent Secured Claim. Either the Debtor or the
8 Committee is likely to object to this claim. To the extent that the Claim of POL is a Secured Claim,
9 POL shall be entitled to its rights as a secured claimant. POL is not impaired and, therefore, not
10 entitled to vote. To the extent that POL is not entitled to a Secured Claim any Deficiency Claim of
11 POL shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, POL shall be
12 entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and
13 believe that, as a consequence of the foreclosure of the secured claim position assigned by
14 PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
15 will be rendered unsecured under Bankruptcy Code section 506(a).

16 3.13 Class 10 – Secured Claim of Southwestern Bell. Southwestern Bell filed proof of
17 claim number 92 in the amount of \$70,408.21, which is allegedly secured by a right of offset. Either
18 the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of
19 Southwestern Bell is a Secured Claim, Southwestern Bell shall be entitled to its rights as a secured
20 claimant. Southwestern Bell is not impaired and, therefore, not entitled to vote. To the extent that
21 Southwestern Bell is not entitled to a Secured Claim any Deficiency Claim of Southwestern Bell
22 shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, Southwestern Bell
23 shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are
24 informed and believe that, as a consequence of the foreclosure of the secured claim position assigned
25 by PaymentOne described above, this claim (which is believed to be junior in priority to such claim)
26 will be rendered unsecured under Bankruptcy Code section 506(a).

27 3.14 Class 11 – Secured Claim of BellSouth Telecommunications, Inc. BellSouth
28 Telecommunications, Inc. filed proof of claim number 91 in the secured amount of \$232,948.14

1 based upon an alleged right of offset. Either the Debtor or the Committee is likely to object to this
2 claim. To the extent that the Claim of BellSouth Telecommunications, Inc. is a Secured Claim,
3 BellSouth Telecommunications, Inc. shall be entitled to its rights as a secured claimant. BellSouth
4 Telecommunications, Inc. is not impaired and, therefore, not entitled to vote. To the extent that
5 BellSouth Telecommunications, Inc. is not entitled to a Secured Claim, any Deficiency Claim of
6 BellSouth Telecommunications, Inc. shall be a Claim in Class 15 and, notwithstanding the
7 immediately prior sentence, BellSouth Telecommunications, Inc. shall be entitled to vote such
8 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
9 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
10 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
11 under Bankruptcy Code section 506(a).

12 3.15 Class 12 – Secured Claim of Verizon. Verizon filed proof of claim number 85 in the
13 secured amount of \$191,724.95. Either the Debtor or the Committee is likely to object to this claim.
14 To the extent that the Claim of Verizon is a Secured Claim, Verizon shall be entitled to its rights as a
15 secured claimant. Verizon is not impaired and, therefore, not entitled to vote. To the extent that
16 Verizon is not entitled to a Secured Claim, any Deficiency Claim of Verizon shall be a Claim in
17 Class 15 and, notwithstanding the immediately prior sentence, Verizon be entitled to vote such
18 Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a
19 consequence of the foreclosure of the secured claim position assigned by PaymentOne described
20 above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured
21 under Bankruptcy Code section 506(a).

22 3.16 Class 13 – Secured Claim of Mytelebill. Mytelebill filed proofs of claim numbered
23 74, 125, and 174 in the secured amount of \$383,227.62, for which the alleged collateral is
24 unidentified. Either the Debtor or the Committee is likely to object to this claim. To the extent that
25 the Claim of Mytelebill is a Secured Claim, Mytelebill shall be entitled to its rights as a secured
26 claimant. Mytelebill is not impaired and, therefore, not entitled to vote. To the extent that
27 Mytelebill is not entitled to a Secured Claim, any Deficiency Claim of Mytelebill shall be a Claim in
28 Class 15 and, notwithstanding the immediately prior sentence, Mytelebill shall be entitled to vote

such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

3.17 Class 14 – Secured Claim of Bealls Communications Group. Bealls Communications Group (“Bealls”) filed proof of claim number 193 in the secured amount of \$213,448.48, for which the alleged collateral is unidentified. Either the Debtor or the Committee is likely to object to this claim. To the extent that the Claim of Bealls is a Secured Claim, Bealls shall be entitled to its rights as a secured claimant. Bealls is not impaired and, therefore, not entitled to vote. To the extent that Bealls is not entitled to a Secured Claim, any Deficiency Claim of Bealls shall be a Claim in Class 15 and, notwithstanding the immediately prior sentence, Bealls shall be entitled to vote such Deficiency Claim as a Class 15 Claim. The Plan Proponents are informed and believe that, as a consequence of the foreclosure of the secured claim position assigned by PaymentOne described above, this claim (which is believed to be junior in priority to such claim) will be rendered unsecured under Bankruptcy Code section 506(a).

ARTICLE IV

TREATMENT OF IMPAIRED CLASSES

4.1 Class 15 – General Unsecured Claims. Class 15 Claimants shall receive their Pro Rata share of the assets of the Liquidation Trust not consumed by the Allowed Secured Claims of Classes 2 through 9, based on the amount of their Allowed Claim. The holders of Claims in this Class are impaired and, therefore, entitled to vote.

4.2 Class 16 – Preferred Stockholders. On the Effective Date, the Preferred Stockholders shall receive nothing, and all Preferred Stock shall be deemed canceled, null and void and of no force and effect. Class 11 Interests are deemed to reject the Plan and therefore are not entitled to vote.

4.3 Class 17 – Class A Common Stockholders. On the Effective Date, the Class A Common Stockholders shall receive nothing, and all Class A Common Stock shall be deemed

1 canceled, null and void and of no force and effect. Class 12 Interests are deemed to reject the Plan
2 and therefore are not entitled to vote.

3 4.4 Class 18 – Class B Common Stockholders. On the Effective Date, the Class B
4 Common Stockholders shall receive nothing, and all Class B Common Stock shall be deemed
5 canceled, null and void and of no force and effect. Class 13 Interests are deemed to reject the Plan
6 and therefore are not entitled to vote.

7 4.5 Reservation of Rights. Nothing contained herein shall be deemed to limit the right of
8 any party-in-interest to respond to any objection to its Claims or Interests Filed in this Chapter 11
9 Case.

10 ARTICLE V

11 MEANS FOR IMPLEMENTATION OF THE PLAN

12 5.1 Corporate Action. On the Effective Date and automatically and without further
13 action, (i) all of the assets of the Debtor shall be conveyed to the Liquidating Trustee to be held in
14 trust pursuant to the terms of the Liquidating Trust Agreement; (ii) each existing member of the
15 board of directors of the Debtor will be deemed to have resigned; (iii) Old T.B.R. shall be deemed
16 dissolved; and (iv) the Liquidating Trustee shall be authorized and empowered to take all such
17 actions and measures necessary to implement and administer the terms and conditions of the Plan.

18 5.2 Rejection of Remaining Contracts. On the Effective Date, any remaining executory
19 contracts and unexpired leases the Debtor has shall be rejected.

20 5.3 The Liquidating Trustee. The Liquidating Trustee's responsibilities, duties and
21 obligations are to holders of Class 2 through 15 Claims, and any Administrative Claims, Priority Tax
22 Claims, and Class 1 Priority Claims which have not been finally resolved on the Effective Date. The
23 Liquidating Trustee shall have an independent right and standing to request relief from the
24 Bankruptcy Court which the Liquidating Trustee believes to be in accordance with the best interests
25 of Class 2 through 15 Claims and any Administrative Claims, Priority Tax Claims, and Class 1
26 Priority Claims which have not been finally resolved on the Effective Date. The initial Liquidating
27 Trustee shall be Kerry Krisher of GlassRatner Capital Advisory Services. All successor Liquidating
28 Trustees shall be appointed in accordance with the terms of the Liquidating Trustee Agreement. For

1 purposes of performing her duties and fulfilling her obligations under the Plan, the Liquidating
2 Trustee Agreement, and the Confirmation Order, the Liquidating Trustee shall be deemed to be a
3 "party in interest" within the meaning of section 1109(b) of the Bankruptcy Code and a
4 representative of the Estate under Bankruptcy Code section 1123(b)(3) and 1129(a)(5). The duties,
5 obligations, and responsibilities of the Liquidating Trustee shall be to: (a) liquidate, resolve, pay,
6 and satisfy all Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have
7 not been finally resolved on the Effective Date and Class 2 through 15 Claims in accordance with
8 the Plan, the Liquidating Trustee Agreement, and the Confirmation Order; (b) oversee the
9 preservation, holding, management and maximization of the Estate Proceeds Account for use in
10 paying and satisfying those Allowed Claims; (c) prosecute, settle and manage the disposition of
11 objections to Claims; (d) take or not take those actions which the Liquidating Trustee in her business
12 discretion believes to be in accordance with the best interests of Class 15 Claims and any
13 Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally
14 resolved on the Effective Date and which actions or inactions are consistent with the Plan; and (e)
15 perform all other duties, obligations and responsibilities of the Liquidating Trustee set forth in the
16 Plan, the Liquidating Trust Agreement, or Confirmation Order. Upon the satisfaction of or
17 reservation for of all Allowed Administrative Claims, Priority Tax Claims, Class 1 Priority Claims,
18 and Class 2 through 15 Claims in accordance with the Plan, the Liquidating Trustee shall be
19 discharged from her position as Liquidating Trustee and from all further duties, obligations and
20 responsibilities under the Plan.

21 5.4 Sources of Funds for Payment of Allowed Claims. Net of all administrative costs and
22 expenses of the Chapter 11 Case and all fees and costs of the Liquidating Trustee and her
23 representatives and professionals, the payment of Allowed Claims shall be from the following
24 sources: Cash on hand at the Effective Date or received thereafter

25 5.5 Payment of Allowed Administrative Claims, Allowed Fee Claims, Allowed Priority
26 Tax Claims and Allowed Class 1 Claims. Allowed Administrative Claims, Allowed Fee Claims,
27 Allowed Priority Tax Claims and Allowed Class 1 Claims shall be paid from Cash on hand on the
28 Effective Date.

1 5.6 Payment of Any Allowed Secured Claims. To the extent that the Court determines
2 that any of CIT, Highline, PCS, Personal Voice, Network Telephone, Iron Mountain, POL,
3 Southwestern Bell, BellSouth Telecommunications, Inc., Verizon, Mytelebill, and/or Bealls
4 Communications Group has an Allowed Secured Claim, the Liquidating Trustee shall pay such
5 Claim in accordance with such Entity's rights as a secured claimant.

6 5.7 Distributions. The Liquidating Trustee shall be responsible for making or directing
7 distributions under this Plan made on the Effective Date. After the Effective Date, the Liquidating
8 Trustee shall be responsible for making or directing distributions under this Plan to the Allowed
9 Secured Claims, if any, of Classes 2-14. Additionally, the Liquidating Trustee shall be responsible
10 for making and directing all distributions under this Plan to Class 15 Claims and any Administrative
11 Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally resolved on the
12 Effective Date.

13 5.8 Liquidating Trustee's Responsibility Under Plan. The Liquidating Trustee shall
14 administer the Plan, and her duties and powers shall include the following:

15 (a) To make or direct distributions to holders of Allowed Claims payable on the
16 Effective Date and Allowed Secured Claims in Classes 2-14;

17 (b) To prosecute litigate, compromise, or settle objections to Claims and/or
18 Interests (disputed or otherwise) and Avoidance Actions;

19 (c) To otherwise implement and administer the Plan;

20 (d) To file with the Bankruptcy Court the reports and other documents and pay
21 any and all fees required by the Plan or otherwise required to close the Chapter 11 Case, including
22 the preparation and filing of a motion for a final decree;

23 (e) To take or not take those actions which Liquidating Trustee in her business
24 discretion believes to be in accordance with the best interests of Class 15 Claims and any
25 Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not been finally
26 resolved on the Effective Date and which actions inactions are consistent with the Plan;

27 (f) To make decisions regarding the retention or engagement of Professionals and
28 to pay, without court order, all reasonable fees and expenses incurred after the Effective Date;

1 (g) To make or direct distributions to holders of Allowed Claims other than those
2 Claims payable on the Effective Date and Allowed Secured Claims in Classes 2-14;

3 (h) To set off amounts owed to the Debtor (including but not limited to those
4 arising under the Debtor's "prepayment plan" instituted at the outset of the Bankruptcy Case for
5 certain participating customers) against any and all amounts otherwise due to be distributed to the
6 holder of an Allowed Claim under the Plan;

7 (i) To take all other actions not inconsistent with the provisions of the Plan
8 deemed necessary or desirable in connection with administering the Plan.

9 5.9 Notice of Material Actions by the Liquidating Trustee. In the event of (a)
10 compromises of pending litigation, (b) sales, transfers or abandonment of property with a value of
11 more than \$50,000, (c) claim settlements in which the amount conceded to be due and owing by the
12 Liquidating Trustee exceeds \$100,000 (d) payment of fees to the Liquidating Trustee and/or her
13 professionals to be reported on a quarterly basis, the Liquidating Trustee shall file with the
14 Bankruptcy Court and serve upon the Office of the United States Trustee and any other party filing a
15 request for special notice after the Effective Date a notice of intended action describing the
16 Liquidating Trustee's intended course of action and the justifications therefor, and providing a 15
17 day period from the date of such notice for the filing of an objection and request for hearing on the
18 same. In the absence of any objection and request for hearing, the Liquidating Trustee shall be free
19 to take the action described in the notice without further order of the Court. If an objection and
20 request for hearing is filed, the Liquidating Trustee will give at least 7 days' notice of the hearing
21 date obtained from the Bankruptcy Court.

22 5.10 Vesting. Except as otherwise provided for in the Plan or the Confirmation Order, on
23 the Effective Date, the Property of the Debtor's Estate will be transferred to and shall vest in the
24 Liquidating Trust, free and clear of all Claims, Liens and Interests, and the Liquidating Trustee shall
25 have all of the powers granted by the Liquidating Trust Agreement and applicable law. Except as
26 otherwise provided for in the Plan or the Confirmation Order, as of the Effective Date, the
27 Liquidating Trustee may act, use, acquire and dispose of property without the supervision of the
28 Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules subject to

1 the powers, duties and responsibilities provided in the Plan or the Confirmation Order. Vesting of
2 the right to object to Claim and Interests and the Avoidance Actions shall vest in the Liquidating
3 Trustee. Except as otherwise provided for in the Plan or the Confirmation Order, as of the Effective
4 Date, the Liquidating Trustee may perform her duties and obligations without the supervision of the
5 Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. All other
6 claims or rights that may have previously existed against the Debtor shall be discharged and shall be
7 the subject of the Discharge Injunction.

8 **ARTICLE VI**

9 **DISTRIBUTIONS UNDER THE PLAN**

10 6.1 Distributions for Claims Allowed as of the Effective Date. Except as otherwise
11 provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of
12 Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as
13 soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this
14 Plan shall be deemed as having been made on the Effective Date if such distribution is made on the
15 Effective Date or as soon thereafter as is practicable. The Liquidating Trustee shall make
16 distributions to Allowed Class 15 Claims from the Estate Proceeds Account on a quarterly basis, or
17 less frequently as the Liquidating Trustee determines is reasonable under the circumstances. Any
18 payment or distribution required to be made under the Plan on a day other than a Business Day shall
19 be made on the next succeeding Business Day.

20 6.2 Disputed Claims. The Liquidating Trustee shall not distribute or direct the
21 distribution of any Disputed Claim. The Liquidating Trustee shall hold, in each the Estate Proceeds
22 Account, Cash in an amount sufficient to provide holders of Disputed Claims their Pro Rata share of
23 the Claims Account as if the Disputed Claim were allowed in full. With respect to such Disputed
24 Claims, if, when, and to the extent any such Disputed Claim becomes an Allowed Claim by Final
25 Order, the relevant portion of the Cash held therefor shall be distributed by the Liquidating Trustee,
26 as applicable, to the Claimant in a manner consistent with distributions to similarly situated Allowed
27 Claims. The balance of such Cash, if any, remaining in the Reserved Estate Proceeds Account after
28 all Administrative Claims, Priority Tax Claims, and Class 1 Priority Claims which have not finally

1 resolved on the Effective Date have been resolved and distributions made to those Claims in
2 accordance with the Plan, shall be released and transferred to the Estate Proceeds Account. From
3 time to time as additional monies accumulate in the Estate Proceeds Account as a result of the
4 disallowance of Class 15 Claims or otherwise, the Liquidating Trustee shall make a subsequent
5 distribution to claimants in Class 15 of such claimants' Pro Rata share of the Estate Proceeds
6 Account. No payments or distributions shall be made with respect to a Claim that is a Disputed
7 Claim pending the resolution of the dispute by Final Order. No payments or distributions shall be
8 made with respect to post-Petition Date interest accruing on any Claim. No payments or
9 distributions shall be made with respect to Allowed Claims in an amount in excess of such Allowed
10 Claims.

11 6.3 Claims Objection Deadline. Objections to Claims shall be filed and served upon each
12 affected Creditor no later than ninety (90) days after the Effective Date, provided however, that this
13 deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee, with or
14 without notice or hearing. Notwithstanding the foregoing, unless an order of the Bankruptcy Court
15 specifically provides for a later date, any proof of, or other assertion of a Claim filed after the
16 Confirmation Date shall be automatically disallowed as a late filed Claim, without any action by the
17 Liquidating Trustee, unless and until the party filing such Claim obtains the written consent of the
18 Liquidating Trustee, or obtains an order of the Bankruptcy Court upon notice to the Liquidating
19 Trustee that permits the late filing of the Claim, and the holder of such disallowed Claim shall be
20 forever barred from asserting such Claim against the Debtor, the Estate or Property, and the
21 Liquidating Trust or its property. In the event any proof of Claim is permitted to be filed after the
22 Confirmation Date pursuant to an order of the Bankruptcy Court, the Liquidating Trustee, shall have
23 ninety (90) days from the filing of such proof of claim or order to object to such Claim, which
24 deadline may be extended by the Bankruptcy Court upon motion of the Liquidating Trustee with or
25 without notice or a hearing.

26 6.4 Settlement of Disputed Claims. Objections to Claims may be litigated to judgment or
27 withdrawn, and may be settled with the approval of the Bankruptcy Court, except to the extent such
28 approval is not necessary as provided in this section. After the Effective Date, and subject to the

1 terms of this Plan, the Liquidating Trustee may settle any Disputed Claim where the result of the
2 settlement or compromise is an Allowed Claim in an amount not in excess of \$100,000 without
3 providing any notice or obtaining an order from the Bankruptcy Court. All proposed settlements of
4 Disputed Claims where the amount to be settled or compromised exceeds \$100,000 shall be subject
5 to notice as described in Section 5.9, above.

6 6.5 Unclaimed Property. If any distribution remains unclaimed for a period of ninety
7 (90) days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the
8 holder of an Allowed Claim or Interest entitled thereto, such unclaimed property shall be forfeited by
9 such holder, whereupon all right, title and interest in and to the unclaimed property shall be held by
10 the Liquidating Trustee, to be distributed Pro Rata to holders of Allowed Claims in such Class in
11 accordance with this Plan, or if all Allowed Claims in such Class have been satisfied or reserved for
12 in accordance with the Plan except Class 9 Claims, then such unclaimed property shall be distributed
13 to the Estate Proceeds Account, and if all Allowed Claims in Class 15 have been satisfied or
14 reserved for in accordance with the Plan, then such unclaimed property shall be retained by the
15 Liquidating Trust.

16 6.6 Release of Liens. Except as otherwise provided in the Plan or in any contract,
17 instrument or other agreement or document created in connection with the Plan, on the Effective
18 Date, all mortgages, deeds of trust, Liens or other security Interests against the Property of the
19 Debtor's estate shall be released, and all the right, title and Interest of any holder of such mortgages,
20 deeds of trust, Liens or other security Interests shall revert to the Liquidating Trust and its successors
21 and assigns.

22 6.7 Rights of Actions. On the Effective Date, the Liquidating Trust shall be vested with
23 the right to pursue the Avoidance Actions and any other action that the Debtor may assert against a
24 third party as of the Effective Date, with the exception of all claims released pursuant to the Plan and
25 Confirmation Order. The Liquidating Trustee, may pursue, settle or release all such actions in
26 accordance with the best interest of and for the benefit of the holders of Class 15 Claims. Under no
27 circumstances will the Plan release any claims possessed by the Debtor or its creditors relating to
28

6.8 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

6.9 Withholding Taxes. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes.

6.10 Fractional Cents. Any other provision of this Plan to the contrary notwithstanding, no payment of fractions of cents will be made. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

6.11 Payments of Less than Ten Dollars. If a cash payment otherwise provided for by this Plan with respect to an Allowed Claim would be less than ten dollars (\$10.00) (whether in the aggregate or on any payment date provided in this Plan), notwithstanding any contrary provision of this Plan, the Liquidating Trustee shall not be required to make such payment, and such excess fractional dollars shall remain in the Estate Proceeds Account pending the next distribution made on account of such Allowed Claim. If all Allowed Claims in Class 15 have been satisfied or reserved for in accordance with the Plan, then such excess fractional dollars shall be retained by the Liquidating Trust.

ARTICLE VII

UNEXPIRED LEASES AND EXECUTORY CONTRACTS

7.1 Treatment of All Agreements. Any and all pre-petition leases or executory contracts included on Debtor's Schedule G, as such Schedule G may be amended up to and including the Confirmation Date, not previously rejected by the Debtor, unless specifically assumed pursuant to orders of the Bankruptcy Court prior to the Confirmation Date or the subject of a motion to assume pending on the Confirmation Date, shall be deemed rejected by the Debtor effective as of the

1 Confirmation Date, but subject to the occurrence of the Effective Date. Any and all pre-petition
2 leases and executory contracts not included on Debtor's Schedule G, as such schedule exists on the
3 Confirmation Date, not previously assumed by the Debtor shall be deemed rejected by the Debtor
4 effective as of the Confirmation Date, but subject to the occurrence of the Effective Date.

5 7.2 Claims for Damages. All proofs of claim with respect to Claims arising from the
6 rejection of executory contracts or leases made pursuant to this Plan shall, unless another order of
7 the Bankruptcy Court provides for an earlier date, be filed with the Bankruptcy Court within thirty
8 (30) days after the mailing of notice of entry of the Confirmation Order. All proofs of Claim with
9 respect to Claims arising from the rejection of executory contracts shall be treated as Class 15
10 General Unsecured Claims, for purposes of a distribution pursuant to the Plan, unless and until the
11 Person or Entity asserting such Claim obtains an order of the Bankruptcy Court upon notice to the
12 Liquidating Trustee that allows the Claims in another Class under the Plan. Unless otherwise
13 permitted by Final Order, any proof of claim that is not filed before the earlier of the Bar Date or the
14 Confirmation Hearing (other than those Claims arising from the rejection of executory contracts or
15 leases which may be filed within thirty (30) days after mailing of the notice of entry of Confirmation
16 Order as set forth above) shall automatically be disallowed as a late filed Claim, without any action
17 by the Liquidating Trustee, and the holder of such Claim shall be forever barred from asserting such
18 Claim against the Debtor, the Estate, or the Liquidating Trustee or property of the Liquidating
19 Trustee.

20 ARTICLE VIII

21 EFFECT OF CONFIRMATION OF THE PLAN

22 8.1 Neither the Liquidating Trustee, nor her representatives, shall have any responsibility
23 to any Creditors or Interest holders of the Debtor other than to make the distributions expressly
24 provided for under the Plan and otherwise discharge the responsibilities described in Section 5.8 of
25 the Plan or the Confirmation Order.

26 8.2 Pursuant to Bankruptcy Code section 524, the discharge (i) voids any judgment at any
27 time obtained to the extent that such judgment is the determination of the personal liability of the
28 Debtor with respect to any debt discharged under Bankruptcy Code section 1141, whether or not

1 discharge of such debt is waived, and (ii) operates as an injunction against the commencement or
2 continuation of any action, employment of process, or any act to collect, recover or offset any such
3 debt as a personal liability of the Debtor, whether or not discharge of such debt is waived, as well as
4 against the commencement or continuation of any action, including regulatory action, employment
5 of process, or any act to collect, recover, offset, pursue enforcement of, or impose liability upon the
6 Debtor for pre-Confirmation Date activities, and all Entities shall be precluded from asserting
7 against the Liquidating Trust, its successors or their assets or properties any other future claims or
8 interests based upon any act or omission, transaction or other activity of any kind of nature that
9 occurred before the Confirmation Date.

10 8.3 Except as otherwise provided in the Plan or the Confirmation Order and in addition to
11 the injunction provided under Bankruptcy Code sections 524(a) and 1141, on and after the
12 Confirmation Date, all Entities who had held, currently hold or may hold a debt, Claim, Interest
13 and/or other rights or causes of action in or against the Debtor, including without limitation
14 regulatory actions, are permanently enjoined and/or temporarily (as set forth in the Plan) from taking
15 any of the following actions on account of any such debt, Claim, Interest, and/or other right or cause
16 of action to the extent such actions do not comply with or are inconsistent with the provisions of
17 controlling law, the Plan or the Confirmation Order: (1) commencing or continuing in any manner
18 any action or other proceeding against the Debtor, the Liquidating Trustee as the successor to the
19 Debtor under the Plan, their successors, or their respective properties; (2) enforcing, attaching,
20 collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the
21 Liquidating Trustee as the successor to the Debtor under the Plan, their successors, or their
22 respective property; (3) creating, perfecting, or enforcing any lien or encumbrance against the
23 Debtor, the Liquidating Trustee as the successor to the Debtor under the Plan, their successors, or
24 their respective property; and (4) asserting any setoff, right of subrogation or recoupment of any kind
25 against any obligation due the Debtor, the Liquidating Trustee, their successors, or their respective
26 property. Any person or entity injured by any willful violation of such injunction may recover actual
27 damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive
28

1 damages from the willful violator. Such injunction shall not bar an entity from seeking to enforce
2 the terms of the Plan in the Bankruptcy Court.

3 8.4 The provisions of the Plan, once confirmed, shall be binding upon each Entity
4 whether or not the Entity is impaired under the Plan, and whether or not such Entity has accepted the
5 Plan.

6 8.5 On the Effective Date, the property of the Estate, including causes of action, the right
7 to object to Claims, and the Avoidance Actions shall vest in the Liquidating Trust, and the
8 Liquidating Trustee shall be authorized to operate and dispose of property of the Liquidating Trust.

9 8.6 As of the Confirmation Date, the property and assets of the Debtor dealt with under
10 the Plan shall be free and clear from any and all Claims, including, without limitation, all Liens,
11 Interests and lis pendens, except as specifically provided otherwise in the Plan or the Confirmation
12 Order. The terms of the Plan shall supersede the terms of all prior orders entered by the Bankruptcy
13 Court in the Chapter 11 Case and the terms of all prior stipulations and other agreements entered into
14 by the Debtor with other parties-in-interest, except as specifically recognized in the Plan or the
15 Confirmation Order.

16 8.7 The Committee formed in this Chapter 11 Case shall be dissolved on the Effective
17 Date.

18 8.8 Failure to make any payment required to be made under the Plan by the Liquidating
19 Trustee, including but not limited to any regular amortized payments of principal and interest, or any
20 payments due upon maturity, shall be considered a default under the Plan. If any default is not cured
21 within 30 days after service of written notice of such default to the Liquidating Trustee, and the U.S.
22 Trustee, any affected Creditor or any affected party in interest asserting such default may seek
23 appropriate relief to enforce its rights under the Plan.

24 8.9 On the Effective Date, all property of the estate shall vest in the Liquidating Trust,
25 provided that the vesting of such property shall be without prejudice and shall not act as a bar to a
26 post-Effective Date motion to convert this case to one under chapter 7 of title 11 of the United States
27 Code by the United States Trustee or any other party in interest on appropriate grounds, and upon the
28 granting of such motion the Plan shall terminate and the chapter 7 estate shall consist of all

1 remaining property of the Liquidating Trust not already administered. Such remaining property shall
2 be administered by the chapter 7 trustee as prescribed in chapter 7 of the Bankruptcy Code. The
3 Liquidating Trustee shall have the right to oppose any such motion.

4 **ARTICLE IX**

5 **RETENTION OF JURISDICTION**

6 Following the Confirmation Date and until such time as all payments and distributions
7 required to be made and all other obligations required to be performed under this Plan have been
8 made and performed by the Debtor, or the Liquidating Trustee, as the case may be, the Bankruptcy
9 Court shall retain jurisdiction as is legally permissible, including, without limitation, for the
10 following purposes:

11 9.1 Claims. To determine the allowance, extent, classification, or priority of Claims
12 against the Debtor upon objection prior to the Effective Date after the Effective Date;

13 9.2 Injunction, etc. To issue injunctions or take such other actions or make such other
14 orders as may be necessary or appropriate to restrain interference with the Plan or its execution or
15 implementation by any Person, to construe and to take any other action to enforce and execute the
16 Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as
17 may be necessary for the implementation, execution, performance and consummation of the Plan
18 and all matters referred to herein, and to determine all matters that may be pending before the
19 Bankruptcy Court in the Chapter 11 Case on or before the Effective Date with respect to any Person
20 or Entity;

21 9.3 Professional Fees. To determine any and all applications for allowance of
22 compensation and expense reimbursement of Professionals for periods before the Effective Date,
23 and objections thereto, as provided for in the Plan;

24 9.4 Certain Priority Claims. To determine the allowance, extent and classification of any
25 Priority Tax Claims, Other Priority Claims, Administrative Claims or any request for payment of an
26 Administrative Claim;

27

28

1 9.5 Dispute Resolution. To resolve any dispute arising under or related to the
2 implementation, execution, consummation or interpretation of the Plan and/or Confirmation Order
3 and the making of distributions hereunder and thereunder;

4 9.6 Executory Contracts and Unexpired Leases. To determine any and all motions for the
5 rejection, assumption, or assignment of executory contracts or unexpired leases, and to determine the
6 allowance and extent of any Claims resulting from the rejection of executory contracts and
7 unexpired leases;

8 9.7 Actions. To determine all applications, motions, adversary proceedings, contested
9 matters, estimation proceedings for limited or all purposes, actions, and any other litigated matters
10 instituted in the Chapter 11 Case by or on behalf of the Debtor or the Liquidating Trustee, including,
11 but not limited to, Avoidance Actions or any claims between two or more non-debtor parties related
12 thereto, and any remands;

13 9.8 General Matters. To determine such other matters, and for such other purposes, as
14 may be provided in the Confirmation Order or as may be authorized under provisions of the
15 Bankruptcy Code or other applicable law;

16 9.9 Plan Modification. To modify the Plan under section 1127 of the Bankruptcy Code,
17 remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the
18 Confirmation Order so as to carry out its intent and purposes;

19 9.10 Aid Consummation. To issue such orders in aid of consummation of the Plan and the
20 Confirmation Order notwithstanding any otherwise applicable non bankruptcy law, with respect to
21 any Person or Entity, to the full extent authorized by the Bankruptcy Code;

22 9.11 Protect Property. To protect the Property of the Debtor and the Liquidating Trust
23 from adverse Claims or Liens or interference inconsistent with this Plan, including to hear actions to
24 quiet or otherwise clear title to such property based upon the terms and provisions of this Plan or to
25 determine a purchaser's exclusive ownership of claims and causes of actions retained under this
26 Plan;

27 9.12 Abandonment of Property. To hear and determine matters pertaining to abandonment
28 of Property of the Estate;

9.13 Implementation of Confirmation Order. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated; and

9.14 Final Decree/Order. To enter a Final Order closing the Chapter 11 Case.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Pre-Confirmation Modification. On notice to and opportunity to be heard by the United States Trustee, the Plan may be altered, amended or modified by the Debtor before the Confirmation Date as provided in section 1127 of the Bankruptcy Code.

10.2 Post-Confirmation Immaterial Modification. With the approval of the Bankruptcy Court and on notice to and an opportunity to be heard by the United States Trustee and without notice to holders of Claims and Interests, the Liquidating Trustee may, insofar as it does not materially and adversely affect the interest of holders of Claims, correct any defect, omission or inconsistency in the Plan in such manner and to such extent as may be necessary to expedite consummation of this Plan.

10.3 Post-Confirmation Material Modification. On notice to and an opportunity to be heard by the United States Trustee, the Plan may be altered or amended after the Confirmation Date by the Liquidating trustee in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects holders of Claims, provided that such alteration or modification is made after a hearing and otherwise meets the requirements of section 1127 of the Bankruptcy Code.

10.4 Withdrawal or Revocation of the Plan. The Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Proponents revoke or withdraw the Plan, then the Plan shall be deemed null and void.

10.5 Payment of Statutory Fees. All fees payable pursuant to section 1930 of Title 28 of the United States Code with respect to periods after the Effective Date shall be paid by the Liquidating Trustee when otherwise due.

1 10.6 Successors and Assigns. The rights, benefits and obligations of any Person or Entity
2 named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs,
3 executors, administrators, successors and/or assigns of such Person or Entities.

4 10.7 Cramdown. To the extent any Impaired Class of Claims or Interests entitled to vote
5 on the Plan votes to reject the Plan, the Proponents reserve the right to request confirmation of the
6 Plan under section 1129(b) of the Bankruptcy Code with respect to such Class(es).

7 10.8 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the
8 rights and obligations arising under this Plan shall be governed by and construed and enforced in
9 accordance with the laws of the State of California.

10 10.9 Notices. Any notice required or permitted to be provided under the Plan shall be in
11 writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand
12 delivery or (c) reputable overnight courier service, freight prepaid, to be addressed as follows:

13 If to the Liquidating Trustee:

14 Kerry Krisher
15 GlassRatner
16 18500 Von Karman, Suite 390
17 Irvine, CA 92612
18 Phone: (949) 429-4252
19 Fax: (949) 743-0333

20 with a copy to:

21 John D. Fiero, Esq.
22 Pachulski Stang Ziehl & Jones LLP
23 150 California Street, Suite 1500
24 San Francisco, CA 94111
25 Phone: (415) 263 7000
26 Fax: (415) 263 7010

27 10.10 Saturday, Sunday or Legal Holiday. If any payment or act under the Plan is required
28 to be made or performed on a date that is not a Business Day, then the making of such payment or
the performance of such act may be completed on the next succeeding Business Day, but shall be
deemed to have been completed as of the required date.

1 10.11 Section 1145 Exemption. Pursuant to Bankruptcy Code section 1145, any State or
2 local requiring registration for offer or sale of a security do not apply to the offer or sale under the
3 Plan.

4 10.12 Section 1146 Exemption. Pursuant to Bankruptcy Code section 1146 the issuance,
5 transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the
6 Plan may not be taxed under any law imposing a stamp tax or similar tax or any tax held to be a
7 stamp tax or other similar tax by applicable law.

8 10.13 Severability. If any term or provision of the Plan is held by the Bankruptcy Court
9 prior to or at the time of Confirmation to be invalid, void or unenforceable, the Bankruptcy Court
10 shall have the power to alter and interpret such term or provision to make it valid or enforceable to
11 the maximum extent practicable, consistent with the original purpose of the term or provision held to
12 be invalid, void or unenforceable, and such term or provision shall then be applicable as so altered or
13 interpreted. In the event of any such holding, alteration, or interpretation, the remainder of the terms
14 and provisions of the Plan may, at the Proponents' option remain in full force and effect and not be
15 deemed affected. However, the Proponents reserve the right not to proceed to Confirmation or
16 consummation of the Plan if any such ruling occurs. The Confirmation Order shall constitute a
17 judicial determination and shall provide that each term and provision of the Plan, as it may have
18 been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its
19 terms.

20 10.14 Headings. The headings used in this Plan are inserted for convenience only and
21 neither constitutes a portion of the Plan nor in any manner affect the provisions of the Plan.

22 10.15 Quarterly Reports to the Office of the United States Trustee. The Liquidating Trustee
23 shall file (and serve upon the United States Trustee and any party requesting special notice after the
24 Effective Date) quarterly operating reports in the format prescribed by the United States Trustee.

25
26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XI
CONFIRMATION REQUEST

The Proponents hereby request confirmation of the Plan pursuant to sections 1129(a) and (b) of the Bankruptcy Code.

Dated: July 22, 2009

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ John D. Fiero
John D. Fiero

Attorneys for The Official Committee of
Unsecured Creditors

Dated: July 22, 2009

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By /s/ Michael H. Ahrens
Michael H. Ahrens

Attorneys for Debtor and Debtor-in-
Possession

Old T.B.R., Incorporated, f/k/a The Billing
Resource, dba Integretel



1 John D. Fiero (CA Bar No. 136557)
 2 Maxim B. Litvak (CA Bar No. 215852)
 3 PACHULSKI STANG ZIEHL & JONES LLP **IT IS SO ORDERED.**
 150 California Street, 15th Floor **Signed July 22, 2009**
 San Francisco, California 94111-4500
 Telephone: 415/263-7000
 Facsimile: 415/263-7010
 Email: jfiero@pszjlaw.com

Arthur S. Weissbrodt
 Arthur S. Weissbrodt
 U.S. Bankruptcy Judge

Attorneys for The Official Committee of Unsecured Creditors

7 Michael H. Ahrens (CA Bar No. 44766)
 Steven B. Sacks (CA Bar No. 98875)
 8 Ori Katz (CA Bar No. 209561)
 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 9 A Limited Liability Partnership
 Including Professional Corporations
 10 Four Embarcadero Center, 17th Floor
 San Francisco, California 94111-4106
 11 Telephone: 415.434.9100
 Facsimile: 415.434.3947
 12 mahrens@smrh.com

13 Attorneys for Debtor and Debtor-in-Possession
 14 Old T.B.R., Incorporated, f/k/a The Billing Resource, dba IntegreTel

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re

18 OLD T.B.R., INCORPORATED, f/k/a THE
 19 BILLING RESOURCE, dba INTEGRETTEL,

Debtor

Case No.: 07-52890 ASW

Chapter 11

**ORDER APPROVING FORM OF
 DISCLOSURE STATEMENT AND SETTING
 DATES FOR CONFIRMATION HEARING
 ON JOINT CHAPTER 11 PLAN OF
 REORGANIZATION**

Date: July 17, 2009
Time: 2:00 PM.
Place: United States Bankruptcy Court
 280 South First Street
 San Jose, CA
Judge: Hon. Arthur S. Weissbrodt
Ctrm: 3020

27 **THIS MATTER** came before the Court at the above-referenced time and place upon
 28 consideration of the Proposed Disclosure Statement to Second Amended Joint Chapter 11 Plan of

ORDER APPROVING FORM OF DISCLOSURE
 STATEMENT AND SETTING DATES FOR
 CONFIRMATION HEARING

1 Reorganization [Redline] filed with the Court on July 17, 2009 at Docket Number 999 (the "Second
2 Amended Disclosure Statement"). Appearances were made as reflected in the record. Based upon
3 the Court's review of the Second Amended Disclosure Statement, the arguments of counsel at the
4 hearing, the Court's consideration of the agreed-upon additional text to be added to the Second
5 Amended Disclosure Statement and the Second Amended Joint Chapter 11 Plan of Reorganization
6 [Redline] as necessary (the "Plan"), and good cause appearing therefor,

7 IT IS HEREBY ORDERED:

8 1. The form of the Second Amended Disclosure Statement, as amended on the record
9 during the hearing and to take into account the agreed upon changes suggested by the Office of the
10 United States Trustee (the "Disclosure Statement"), and the Plan, are approved.

11 2. The Plan Proponents shall cause the Disclosure Statement, Plan, a ballot, and the
12 Official Committee of Unsecured Creditors' recommendation letter (if any) to be served by mail as
13 required by the Bankruptcy Code and Federal Rules of Bankruptcy Procedure no later than July 22,
14 2009.

15 3. In order to be valid and counted, ballots shall be returned to the Plan Proponents for
16 tabulation so that they are received by no later than 5:00 p.m. on August 12, 2009, and delivered (by
17 mail, fax or email) as follows:

18 John D. Fiero, Esq.
19 Pachulski Stang Ziehl & Jones LLP
20 150 California Street, 15th Floor
21 San Francisco, California 94111-4500
22 Telephone: 415/263-7000
23 Facsimile: 415/263-7010
24 Email: jfiero@pszjlaw.com

25 4. The Plan Proponents shall cause a ballot tabulation to be filed with the Court and
26 served upon those parties requesting special notice herein no later than August 14, 2009.

27 5. Any objections to confirmation of the Plan shall be filed with the Bankruptcy Court
28 and served upon the Plan Proponents' counsel (at the addresses provided in the upper left hand
corner of the first page of this Order) so that they are received no later than 5:00 p.m. on August 17,
2009.

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

1 6. Any reply in support of confirmation of the Plan shall be filed and served upon the
2 objecting parties (if any) by no later than August 24, 2009

3 7. The hearing on the confirmation of the Plan shall begin on September 1, 2009 at
4 10:00 a.m. in this Court.

5 * * *

6 END OF ORDER
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

COURT SERVICE LIST

1
2 John D. Fiero, Esq.
Maxim B. Litvak, Esq.
3 **Attorneys for The Official Committee of Unsecured Creditors**
PACHULSKI STANG ZIEHL & JONES
4 150 California St., 15th Floor
5 San Francisco, CA 94111
6 Michael H. Ahrens, Esq.
Steven B. Sacks, Esq.
7 Ori Katz, Esq.
8 **Attorneys for Debtor and Debtor-in-Possession**
Old T.B.R., Incorporated, f/k/a The Billing Resource, dba Integretel
9 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
Four Embarcadero Center, 17th Floor
10 San Francisco, CA 94111
11 John S. Wesolowski
12 **Office of the United States Trustee**
Office of the United States Trustee
13 280 South First St., #268
San Jose, CA 95113
14 Kathryn Diemer, Esq.
15 **Counsel to POL, Inc.**
Diemer, Whitman & Cardosi, LLP
16 75 East Santa Clara Street, Suite 290
San Jose, CA 95113
17
18
19
20
21
22
23
24
25
26
27
28

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA