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Docket No.100087-TP

**DOCUMENTS RESPONSIVE TO EXPRESS PHONE'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS ITEM NO. 1
(PORTIONS CONTAIN CONFIDENTIAL INFORMATION)**

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DOCUMENT NUMBER - DATE

01298 MAR-5 20

FPSC-COMMISSION CLERK

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**PROPRIETARY
&
CONFIDENTIAL**

Personal Information:

1 Name: William Greenlaw Address: [REDACTED]
2
3 Work Phone: 214 858-0229 Home/Cell Phone: [REDACTED]
4 Work Email: wg7767@att.com Home E-mail: [REDACTED]

Objective:

To work in a growth-oriented organization that provides opportunities for leadership development and advancement

Skillset:

Extensive experience in project management and issue resolution; proficient in MS Office applications; experience in forecasting/financial analysis; and strong presentation skills.

Employment History:

AT&T Inc. – February 1993 to Present

06/2010-Present

AT&T Services Inc. - Dallas, TX USA: Area Manager – Regulatory Relations

- Provided written and/or oral testimony in legal proceedings before regulatory bodies as an expert witness in support of AT&T wholesale positions
- Interfaces with and responds to Federal and State Regulatory Commissions
- Summarizes regulatory issues for management and assists in developing company position on regulatory issues.
- Plans, coordinates and implements regulatory strategies for new products that require governmental approval.
- Provide policy direction to internal stakeholders on issues impacting wholesale agreement compliance and interpretation with current law

12/2006 – 06/2010

AT&T Operations - Dallas, TX USA: Senior Marketing Manager – Local Wholesale

- Serve as primary 22-STATE contact for Local Wholesale portfolio in supporting marketing initiatives and coordination of planning with other internal stakeholder departments for short and long-range planning of local wholesale portfolio
- Composed and reviews marketing information regarding local wholesale segment to internal and external stakeholders.
- Extensive experience in analyzing and forecasting product trends and presenting Local Wholesale results to multiple levels of leadership for a segment that bills over \$1.2B in revenue (2009 estimated)

08/2003 – 12/2006

Southwestern Bell Telephone, Dallas TX : Product Manager

- Handled multiple roles including project management of numerous and varied projects related to the UNE-PLWC product(s).engaging in CLEC negotiations in support of contract management organization, project management using the PAT process, analyzing and resolving billing disputes, drafting contract language.
- Developed and launched two offers without ANY FUNDING DOLLARS:

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- ✓ Commercial Coin product offering as replacement for UNE-P coin offer. In first year of availability, product billed \$24.4M in revenue.
- ✓ Inside Wire Maintenance Plan (CIWMP) offer for LWC product to meet affiliate need. In first year of availability, offer billed \$7.62M in revenue.

02/1999 – 08/2003

Southwestern Bell Telephone, Dallas, TX; Account Manager

- Customer facing position serving as single point of contact for CLEC customers that enter into interconnection and/or resale agreements with SBC with focus on issue resolution and furthering value of AT&T wholesale brand
- Handled CLEC OSS implementation duties for Tier 3 CLECs
- Was chosen to support largest non-ILEC (excluding AT&T and VzB) CLEC customer as primary POC (Sage)
- Contract Interpretation for CLEC customers doing business SBC ILEC territory
- Responsible for containing CLEC escalations on service center issues, billing disputes, regulatory/policy positions or contractual disputes.

02/1997 - 02/1999

Southwestern Bell Telephone, Fort Worth, TX; Manager - Local Service Center

- Supervisory position with 10 to 24 non-management direct reports dedicated to our largest wholesale customer (AT&T pre-merger)
- Represented LSC in presentations with state regulators for 271 Checklist compliance
- Focus on M&P implementation and integration of on-job training programs to react to fast-changing regulatory environment
- Experience with SWBT OSS systems: EASE, BOSS, SORD, LEX and Toolbar.

02/1993 - 02/1997

Southwestern Bell Telephone, Dallas, TX; Service Representative - Residential BIC

- Customer facing position handling 100-120 calls per day.
- Served as Head Service Rep handling and containing escalations from end users and tutoring other SRs in areas of the job where they were having difficulty.
- Coordinated sales referral program for service reps which entailed developing and implementing incentive plans to encourage viable sales referrals to SOC.

Education:

University of Oklahoma, Norman, OK USA
BBA, Marketing, 2000

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David J. Egan, CPA

[REDACTED]
[REDACTED]
[REDACTED]

Work (414) 227-6624

PROFESSIONAL EXPERIENCE

1/2006 to Present

**AT&T SERVICES, INC., Wholesale Division
Milwaukee, WI**

Lead Credit Analyst – Credit & Collections

Am responsible for managing the Bankruptcy, Exiting CLEC, Uncollectible Reserve, Write-off processes, Affiliate A/R, and Global View A/R Portfolios for AT&T Wholesale Credit & Collections. The Bankruptcy process consists of collecting on post-petition receivables, negotiating the recovery of pre-bankruptcy balances, and testifying on behalf of AT&T in bankruptcy court. The Exiting CLEC process serves to terminate the services of CLEC's who have gone out of business and are unable to issue disconnect orders. The Uncollectible Reserve process helps ensure that AT&T Wholesale's Accounts Receivable are properly stated on the financial statements. The Write-off process ensures that all uncollectible balances are written off in a timely manner. The AT&T Affiliate and Global View portfolio totaled \$650 million at 12/31/11. The Global View portfolio consists of the seven largest Wholesale customers who are collected across the entire Wholesale portfolio. I also am a subject matter expert (SME) in the areas of CLEC deposits, disconnection for non-payment, escrow accounts, and bankruptcy and act as a witness for AT&T in regulatory proceedings.

2/2001 to 1/2006

**SBC SERVICES, INC., Industry Markets Division
Milwaukee, WI**

Associate Director – Credit & Collections

Was responsible for managing the Credit, Bankruptcy, Exiting CLEC, Uncollectible Reserve, and Write-off processes for SBC Industry Markets. The Credit process consists of reviewing customer credit applications, collecting deposits, and refunding deposits. The Bankruptcy process consists of collecting on post-petition receivables and negotiating the recovery of pre-petition balances owed. The Exiting CLEC process serves to terminate the services of CLEC's who have gone out of business and are unable to issue disconnect orders. The Uncollectible Reserve process helps ensure that Industry Market's financial statements are properly stated. The Write-off process ensures that all uncollectible balances are written off in a timely manner. I also was a subject matter expert (SME) in the areas of CLEC deposits, disconnection for non-payment, escrow accounts, and bankruptcy and act as a witness for AT&T in bankruptcy and regulatory proceedings.

04/2000 to 02/2001

**AMERITECH SERVICES, INC., Industry Markets Division
Milwaukee, WI**

Senior Manager – Credit & Collections

Was responsible for identifying and driving improvements in the credit process, managing the monthly credit reporting and monitoring process, making credit decisions on customer applications, and communicating decisions to customers. Also was responsible for managing the Local

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Service Center collections function with a receivable base of \$300 million. Negotiated payment plans and the payment of security deposits with customers. Aided in the resolution of disputes with customers. Managed the bankruptcy process. Managed SBC's relationship with outside collection agencies, credit reporting agencies, and payment processing companies.

8/1999 to
04/2000

AMERITECH SERVICES, INC., AIIS Division
Milwaukee, WI

Senior Manager – Credit

Was responsible for re-engineering and implementing a credit policy, credit application process, and monthly credit monitoring and reporting process for the \$1.2 Billion Ameritech Information Industry Services Division. Negotiated payment plans and the payment of security deposits with customers. Re-engineered and managed the bankruptcy process. Managed Ameritech's relationship with outside collection agencies, credit reporting agencies, and payment processing companies. Led a development project that allowed Credit to control customer start dates which prevented unapproved customers from receiving service.

5/1997 to
8/1999

CASE CREDIT CORPORATION
Racine, WI

Relationship Manager

Developed and managed a \$60 million commercial lending portfolio. Was responsible for performing financial analysis of commercial loan applicants, underwriting loans within approved guidelines, and assisting in the loan closing process by acting as a liaison between customers and attorneys. Monitored customer and loan performance and implemented changes when necessary. Actively marketed Case Credit services in order to generate new prospects.

3/1996 to
5/1997

CASE CORPORATION
Racine, WI

Corporate Auditor

Was responsible for planning, organizing, directing, and controlling audits when functioning as Lead Auditor, and participating in these activities when assisting in audit assignments for the purpose of evaluating internal controls and compliance to company policy. Results were communicated orally and in writing to senior corporate and division management. Participated on a wide variety of Corporate, Manufacturing, and International audits. My audit findings saved the company in excess of \$250,000.

11/1992 to
3/1996

FIRSTAR BANK MILWAUKEE, NA
Milwaukee, WI

Senior Commercial Finance Auditor

Was responsible for performing complete audits of current and prospective borrowers. The scope of the audits included an examination of the company's collateral, financial performance, financial position, cash flow, cost accounting, assessment of company management, analysis of systems and controls, and verification of loan covenant compliance. The results of the audits were reported to top management.

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5/1990 to
11/1992

CONGRESS FINANCIAL CORPORATION

Milwaukee, WI

Senior Auditor

Same duties and responsibilities as Senior Commercial Finance Auditor position above.

6/1989 to
3/1990

MERRILL LYNCH PIERCE FENNER & SMITH

St. Paul, MN

Financial Consultant

Full service investment broker serving individual and corporate clients. Held Series 7, Series 63, Options, and Life Insurance licenses.

EDUCATION

KELLER GRADUATE SCHOOL OF MANAGEMENT, Milwaukee, WI

Master of Business Administration, June 1999

UNIVERSITY OF ST. THOMAS, St. Paul, MN

BA in Business Administration, September 1985 to May 1989

Major: Accounting

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants (AICPA)

1996 to Present

Wisconsin Institute of Certified Public Accountants (WICPA)

1996 to 2003

REFERENCES

Available upon request

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Docket No.100087-TP

**DOCUMENTS RESPONSIVE TO EXPRESS PHONE'S FIRST REQUEST FOR
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(PORTIONS CONTAIN CONFIDENTIAL INFORMATION)**

DOCUMENT NUMBER-DATE

01298 MAR-5 20

FPSC-COMMISSION CLERK

EXPRESS PHONE SERVICE

	A	B	C	D	E Balance Forward minus (Payments + Adjustments)		F	G	H
	State	Balance Forward	Payments	Adjustments	Col B - Col C	Col D - Col E	Current Charges	Late Payment Charges (not included in Col F)	Amount Due
1	Florida	(Bill account number 305092667, 305092667, 305092667, and 305092667 with 2nd bill dates)							
2	May-08								
3	June-08								
4	July-08								
5	August-08								
6	September-08								
7	October-08								
8	November-08								
9	December-08								
10	January-09								
11	February-09								
12	March-09								
13	April-09								
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16	July-09								
17	August-09								
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23	February-10								
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25	April-10								
26	May-10								
27	June-10								
28	July-10								
29	August-10								
30	September-10								
31	*October-10								
32	November-10								
33	December-10								
34	January-11								
35	February-11								
36	March-11								
37	April-11								
38	May-11								

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40 *October 2010 payment and adjustment does not reflect the application of \$ [redacted] received in security deposits from Express Phone as payments
 41 to its Florida accounts and AT&T's reversal of those payments within days. See footnote 1 of the letter accompanying this chart.



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AT&T Southeast
600 North 19th Street
22nd Floor
Birmingham, AL 35203

1 VIA FED EX, Tracking Number 8728 8807 8009

2 February 7, 2011

3 Thomas M. Armstrong
4 Express Phone Service, Inc.
5 1020 N 9th Avenue
6 Pensacola, FL 32501

7 Dear Mr. Armstrong:

8 **RE: NOTICE OF SUSPENSION AND TERMINATION**

9 AT&T Florida's records indicate that the Florida Resale accounts of Express Phone Service, Inc.
10 ("Express Phone") has an outstanding **past due balance of \$** [REDACTED] **as of December 22, 2010.**
11 The Resale accounts are listed on Attachment A.

12 The Resale Agreement between AT&T Florida and Express Phone covering resale services purchased for
13 the State of Florida, which was approved by the Florida Public Service Commission on January 31,
14 2007, requires Express Phone to pay AT&T Florida all billed charges, including disputed amounts. See
15 Resale Agreement, Attachment 3, Billing, at Section 1.4, which reads, in part:

16 **1.4. Payment Responsibility. Payment of all charges will be the**
17 **responsibility of Express Phone Express Phone shall make payment to**
18 **BellSouth for all services billed including disputed amounts.**

19 Moreover, Section 1.4.1 of Attachment 3, Billing, to the Resale Agreement requires payment for
20 services prior to the next bill date, as follows:

21 **1.4.1. Payment Due. Payment for services provided by BellSouth,**
22 **including disputed charges, is due on or before the next bill date.**

23 Attachment A shows the amounts AT&T Florida billed Express Phone for Resale services purchased in
24 the State of Florida, credit adjustments AT&T Florida applied and payments AT&T Florida received from
25 Express Phone since May 2008.

26 Significantly, during the period from May 2008 through November 2010, inclusive, AT&T Florida billed
27 Express Phone \$ [REDACTED] and applied credit for promotions and other adjustments of \$ [REDACTED]
28 leaving a net amount owed for that period of \$ [REDACTED]. During that same period, however, Express
29 Phone paid AT&T Florida only \$ [REDACTED] (less than 40% of the net amount owed),¹ while increasing its

30 ¹ In October 2010, AT&T inadvertently applied \$ [REDACTED] received in security deposits from Express Phone as
31 payments to its Florida resale accounts. Within days and within the same billing cycle, AT&T reversed the
32 payments as adjustments and posted the \$ [REDACTED] as security deposits. This deposit payment and
33 adjustment are not included in the spreadsheet attached hereto as Attachment A. Express Phone currently
34 has security deposits of \$ [REDACTED] with AT&T Florida for its Florida resale accounts. Under Section 1.3.1 of
35 Attachment 3, Billing, to the ICA, "[a]ny such security deposit shall in no way release Express Phone from its
36 obligation to make complete and timely payments of its bill(s)."



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provisioning of Resale services from AT&T Florida from [REDACTED] Resale lines at the end of January 2009 to [REDACTED] Resale lines provisioned at the end of December 2010 (more than a [REDACTED] increase in Resale lines provisioned from AT&T Florida). Details of the Resale lines provisioned by Express Phone are included on Attachment B to this letter.

Please remit payment to AT&T Florida at the following address:

6 AT&T ROC-CABS
7 600 North Point Parkway
8 Alpharetta, Georgia 30005

9 Should Express Phone fail to make payment of \$ [REDACTED] by February 23, 2011, AT&T Florida will
10 take further action pursuant to the Resale Agreement, including without limitation Suspension, as
11 provided in Section 1.5 *et seq.* of Attachment 3, Billing, to the Resale Agreement.

12 In addition, should Express Phone fail to make payment of all past due charges for these Resale
13 services on or before March 15, 2011, including all charges for Resale services that become past due
14 before that date, AT&T Florida will take further action, including without limitation Discontinuance
15 and/or Termination, as provided in Section 1.5, *et seq.*, of Attachment 3, Billing, to the Resale
16 Agreement.

17 Should you have any questions, please contact me directly at (205) 244-6716.

18 Sincerely,

Leisa Mangina

19 Leisa Mangina
20 Manager-Credit & Collections
21 AT&T Southeast

22 Attachments (2)

ATTACHMENT A

EXPRESS PHONE SERVICE

A	B	C	D	E	F	G	H
State	Balance Forward	Payments	Adjustments	Balance Forward minus (Payments + Adjustments) Col B - (Col C + Col D)	Current Charges	Late Payment Charges (not included in Col F)	Amount Due

Florida	(Bill account number 3050920978, 3010920974 and 3040920978 with 22nd bill dates)						
May-08							
June-08							
July-08							
August-08							
September-08							
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November-10							
December-10							

Totals	5/08 12/10	\$	\$	\$	\$	\$	\$
8 Month Totals		\$	\$	\$	\$	\$	\$

*October 2010 payment and adjustment does not reflect the application of \$ received in security deposits from Express Phone as payments to its Florida accounts and AT&T's reversal of those payments within days. See footnote 1 of the letter accompanying this chart.

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Customer Proprietary Information

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ATTACHMENT B

Express Phone Services, Inc.

State: Florida

Resale services purchased in state, as of the year and month specified.

2009

A	B	C	D	E	F	G	H	I	J	K	L
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2010

B	C	D	E	F	G	H	I	J	K	L	
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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AT&T Southeast
200 North 19th Street
22nd Floor
Birmingham, AL 35203

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1 VIA FED EX, Tracking Number 7944 5821 2260

2 February 23, 2011

3 Thomas M. Armstrong
4 Express Phone Service, Inc.
5 1803 W. Fairfield Drive, Unit 1
6 Pensacola, Florida 32501-1040

7 **RE: REVISED NOTICE OF SUSPENSION AND TERMINATION**

8 Dear Mr. Armstrong:

9 This notice replaces AT&T Florida's letter dated February 7, 2011, which has been withdrawn.

10 AT&T Florida's records indicate that the Florida Resale accounts of Express Phone Service, Inc.
11 ("Express Phone") has an outstanding **past due balance of \$** [REDACTED] **as of January 22, 2011.** The
12 Resale accounts are listed on Attachment A.

13 The Resale Agreement between AT&T Florida and Express Phone covering resale services purchased for
14 the State of Florida, which was approved by the Florida Public Service Commission on January 31,
15 2007, requires Express Phone to pay AT&T Florida all billed charges, including disputed amounts. See
16 Resale Agreement, Attachment 3, Billing, at Section 1.4, which reads, in part:

17 **1.4. Payment Responsibility. Payment of all charges will be the**
18 **responsibility of Express Phone ... Express Phone shall make payment to**
19 **BellSouth for all services billed including disputed amounts.**

20 Moreover, Section 1.4.1 of Attachment 3, Billing, to the Resale Agreement requires payment for
21 services prior to the next bill date, as follows:

22 **1.4.1. Payment Due. Payment for services provided by BellSouth,**
23 **including disputed charges, is due on or before the next bill date.**

24 Attachment A shows the amounts AT&T Florida billed Express Phone for Resale services purchased in
25 the State of Florida, credit adjustments AT&T Florida applied and payments AT&T Florida received from
26 Express Phone since May 2008.

27 Significantly, during the period from May 2008 through December 2010, inclusive, AT&T Florida billed
28 Express Phone \$ [REDACTED] and applied credit for promotions and other adjustments of \$ [REDACTED],
29 leaving a net amount owed for that period of \$ [REDACTED]. During that same period, however, Express
30 Phone paid AT&T Florida only \$ [REDACTED] (less than 28% of the net amount owed),¹ while increasing its
31 provisioning of Resale services from AT&T Florida from [REDACTED] Resale lines at the end of January 2009 to
32 [REDACTED] Resale lines provisioned at the end of January 2011 (more than a [REDACTED] increase in Resale lines

33 ¹ In October 2010, AT&T inadvertently applied \$ [REDACTED] received in security deposits from Express Phone as
34 payments to its Florida resale accounts. Within days and within the same billing cycle, AT&T reversed the
35 payments as adjustments and posted the \$ [REDACTED] as security deposits. This deposit payment and
36 adjustment are not included in the spreadsheet attached hereto as Attachment A. Express Phone currently
37 has security deposits of \$ [REDACTED] with AT&T Florida for its Florida resale accounts. Under Section 1.3.1 of
38 Attachment 3, Billing, to the ICA, "[a]ny such security deposit shall in no way release Express Phone from its
39 obligation to make complete and timely payments of its bill(s)."

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1 provisioned from AT&T Florida). Details of the Resale lines provisioned by Express Phone are included
2 on Attachment B to this letter.

3 Please remit payment to AT&T Florida at the following address:

4 AT&T ROC-CABS
5 600 North Point Parkway
6 Alpharetta, Georgia 30005

7 Should Express Phone fail to make payment of \$[REDACTED] by March 14, 2011, AT&T Florida will take
8 further action pursuant to the Resale Agreement, including without limitation Suspension, as provided
9 in Section 1.5 et seq. of Attachment 3, Billing, to the Resale Agreement.

10 In addition, should Express Phone fail to make payment of all past due charges for these Resale
11 services on or before March 29, 2011, including all charges for Resale services that become past due
12 before that date, AT&T Florida will take further action, including without limitation Discontinuance
13 and/or Termination, as provided in Section 1.5, et seq., of Attachment 3, Billing, to the Resale
14 Agreement.

15 Should you have any questions, please contact me directly at (205) 244-6716.

16 Sincerely,

17 Leisa Mangina
18 Manager
19 Credit & Collections
20 AT&T Southeast

21 Attachments (2)

ATTACHMENT B

1 Express Phone Services, Inc.

2 State: Florida

3 Resale services purchased in state, as of the year and month specified.

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2009	A	B	C	D	E	F	G	H	I	J	K	L
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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2010	A	B	C	D	E	F	G	H	I	J	K	L
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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A	2011
	JAN
	[REDACTED]

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Customer Proprietary Information

ATTACHMENT A

EXPRESS PHONE SERVICE

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A	B	C	D	E	F	G	H
State	Balance Forward	Payments	Adjustments	Balance Forward minus (Payments + Adjustments) Col B - (Col C + Col D)	Current Charges	Late Payment Charges (not included in Col F)	Amount Due
Florida	(Bill account number 3050926678, 8810926678 and 9040926678 with 22nd bill dates)						
May-08							
June-08							
July-08							
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May-10							
June-10							
July-10							
September-10							
*October-10							
November-10							
December-10							
January-11							
Totals	5/08 - 01/11	\$	\$	\$	\$	\$	\$
\$ Month Totals		\$	\$	\$	\$	\$	\$

*October 2010 payment and adjustment does not reflect the application of \$ [redacted] received in security deposits from Express Phone as payments to its Florida accounts and AT&T's reversal of those payments within days. See footnote 1 of the letter accompanying this chart.

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From: (205) 244-6716
Leisa Mangina
AT&T
600 19 ST N
22nd Floor
Birmingham, AL 35203

Origin ID: CZCA

FedEx



J11101012220225

Ship Date: 23FEB11
ActWgt: 0.5 LB
CAD: 102336673/MNET3130

Delivery Address Bar Code



SHIP TO: (000) 000-0000

BILL SENDER

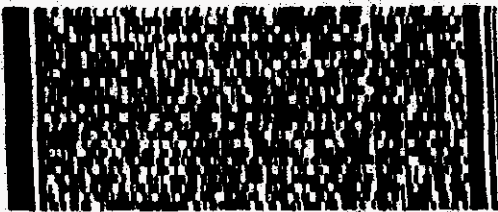
Attention: Mr. Thomas M. Armstrong
Express Phone Service, Inc.
1803 W FAIRFIELD DR UNIT 1

PENSACOLA, FL 32501

Ref #
Invoice #
PO #
Dept #

THU - 24 FEB A2
STANDARD OVERNIGHT

TRK# 7944 5821 2260
0201



XH PNSA

32501
FL US
BFM



50DG1M2C2FEFB

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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