

ATTACHMENT B

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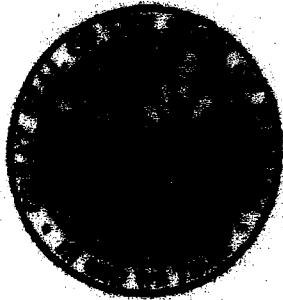
COMPLAINT OF ATNEX COMPUTER CORP.
DOCKET NO. 990193-TP

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REDACTED INFORMATION

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CPSC - RECORDS/REPORTING



FLORIDA PUBLIC SERVICE COMMISSION

***DIVISION OF AUDITING AND FINANCIAL ANALYSIS
BUREAU OF AUDITING SERVICES***

Miami District Office

COMPLAINT OF ATNEX COMPUTER CORP.

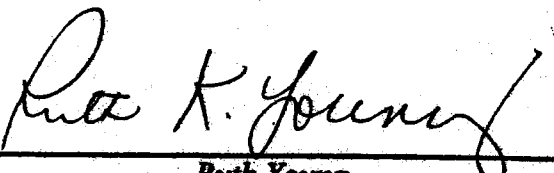
AGAINST BELLSOUTH

AS OF MAY, 1999

DOCKET NO. 990193-TP

AUDIT CONTROL NO. 99-126-4-1


Kathy L. Welch, Audit Manager


Ruth Young
Professional Accountant Specialist

DOCUMENT NUMBER-DATE

08542 JUL 19 99

FPSC-RECORDS/REPORTING

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**DIVISION OF AUDITING AND FINANCIAL ANALYSIS
AUDITOR'S REPORT
JUNE 25, 1999**

**TO: FLORIDA PUBLIC SERVICE COMMISSION AND OTHER INTERESTED
PARTIES**

We have applied the procedures described in this report to audit the billing of Atnex Computer Corporation by Southern Bell and other information related to the complaint by Atnex in Docket 990193-TP. Confidential information associated with this audit has been filed with the Commission Clerk.

This is an internal accounting report prepared after performing a limited scope audit. Accordingly, this document must not be relied upon for any purpose except to assist the Commission staff in the performance of their duties. Substantial additional work would have to be performed to satisfy generally accepted auditing standards and produce audited financial statements for public use.

In our opinion, the bills referred to above present fairly, in all material respects, the utility's books and records, maintained in conformity with the accounting practices prescribed by the Florida Public Service Commission. The attached findings discuss all differences and other matters which were noted during our examination.

SUMMARY OF SIGNIFICANT PROCEDURES

Our audit was performed by examining information which we believe was sufficient to base our opinion. Our examination did not entail a complete review of all financial transactions of the company. Our more important audit procedures are summarized below. The following definitions apply when used in this report:

Scanned - The documents or accounts were read quickly looking for obvious errors.

Compiled - The exhibit amounts were reconciled with the general ledger, and accounts were scanned for error or inconsistency.

Reviewed - The exhibit amounts were reconciled with the general ledger. The general ledger account balances were traced to subsidiary ledgers, and selective analytical review procedures were applied.

Examined - The exhibit amounts were reconciled with the general ledger. The general ledger account balances were traced to subsidiary ledgers. Selective analytical review procedures were applied, and account balances were tested to the extent further described.

Confirmed - Evidential matter supporting an account balance, transaction, or other information was obtained directly from an independent third party.

Verify- The item was tested for accuracy, and substantiating documentation was examined.

Read all information related to the case including the order and the Commission file.

Interviewed the owner of ATNEX.

Interviewed the account managers, billing representative, and service representative for BellSouth.

Obtained and scheduled all bills. Determined the reasons for all adjustments. Attempted to trace payments to canceled checks. The scope was limited since ATNEX was unable to locate them.

Reviewed correspondence files and the Secretary of State listings for all companies associated with Computer Ease, the prior owner, and ATNEX to determine relationship between the two companies.

Prepared a time line of all documents obtained.

Reviewed all trouble tickets for these accounts to determine the service history. The scope was limited since BellSouth was unable to obtain the trouble reports for [REDACTED] which were the accounts disputed.

Traced the calculation of termination charges to the contract.

Reviewed the notices for disconnection to determine if BellSouth was in compliance with the Commission Rules.

CONFIDENTIAL

1 II. DISCLOSURES

2 DISCLOSURE NO. 1

3 Subject: Ownership

4 Statement of Fact: In September of 1997, ComputerEase Associates, Inc. ordered a T-1 line for
5 its headquarters. According to the Secretary of State listings, ComputerEase showed Howard Barsky
6 as it's registered agent. No officers were listed. In January of 1998, Computer Ease entered into a
7 contract with BellSouth for broadband service (see Exhibit 1). The contract was signed by Lawrence
8 Goodman as the executive vice president.

9 According to Lawrence Goodman, who is listed as the registered agent of ATNEX Computer Corp.
10 in the Secretary of State listing, ComputerEase went out of business in April of 1998. ATNEX
11 installed lines at a new location on April 23, 1998 which replaced those of ComputerEase. Mr.
12 Goodman says he was an employee of ComputerEase. A copy of a business card of Mr. Goodman's
13 was found in the BellSouth file. It showed that he was Vice President of ComputerEase. In letters
14 to both BellSouth and to the Commission Division of Consumer Affairs, Mr. Goodman represents
15 ATNEX and Computer Ease as one company. This is demonstrated by the February 3, 1999 letter
16 to Shirley Stokes which states:

17 "My company ordered a T-1 line in the fall of 1997." (The line was ordered by ComputerEase.)

18 The billing that occurred after the transfer to the new location did not include any billing related to
19 ComputerEase. However, the final bill to Computer Ease was not billed until June of 1998, after
20 the takeover by ATNEX. This bill included the termination charges for two lines that are at issue
21 in this case, [REDACTED] They will be discussed later in this report.

22 The contract between BellSouth and ComputerEase states:

23 "Subscriber may not assign its rights or obligations under this Agreement without the express written
24 consent of Company and only pursuant to the conditions contained in the appropriate tariff."

25 Three customers were connected before the contract was signed, [REDACTED]
26 [REDACTED] and A-Web Shop [REDACTED] the [REDACTED] account, and [REDACTED]
27 [REDACTED] were installed after the contract was signed, and during ComputerEase ownership.
28 [REDACTED] and [REDACTED] were installed after the contract was signed but
29 after ATNEX took over the operations.

30 ATNEX/Computer Ease provided Internet service over its lines. The accounts with full T-1's were
31 billed one bill. Those with partial bandwidth service were billed for the frame relay circuit and the
32 bandwidth circuit. BellSouth.net provided Internet service to ATNEX/Computer Ease. The lines
33 were connected to routers which were owned by ATNEX.

Opinion: Although Mr. Goodman represented ATNEX as ComputerEase, according to the Secretary of State listings it is a completely separate entity. According to the contract, another company could not assume the contract without written consent.

No correspondence was found that provided this consent. When asked, BellSouth representatives responded that there was no change in companies.

Recommendation: A legal determination needs to be made to determine as to whether ATNEX had the right to use the contract with ComputerEase and whether it should be bound by the contract.

1 DISCLOSURE NO. 2

2 Subject: Termination Charges

3 Statement of Fact: [REDACTED] and [REDACTED] were both subsidiaries of [REDACTED]
4 The president of [REDACTED], Mr. [REDACTED] provided a notarized affidavit that states
5 that frame relay service was ordered from ComputerEase Associates in November of 1997.
6 This was before the contract was signed. There is no reference in the contract that states the contract
7 retroactively covers lines ordered prior to the contract. It does state that "for purposes of the
8 determination of any service period stated herein, said service period shall commence the date upon
9 which installation of the service period is completed."

10 The orders for service were requested from BellSouth. BellSouth responded: "There are no orders,
11 the Master Service Agreement (MSA) is used as the basis for ordering."

12 A BellSouth response shows that a 64K line was installed at [REDACTED] [REDACTED]
13 on November 15, 1997 and disconnected April 28, 1998. The same response shows a 64K line
14 installed at [REDACTED] on February 2, 1998 and disconnected May 27, 1998. It also
15 shows a 128K port and line installed at [REDACTED] on February 25, 1998 and the port
16 disconnected April 21, 1998 and the line being disconnected June 4, 1998.

17 According to Mr. [REDACTED] the lines were not installed until the end of January 1998 and that he
18 canceled the order for [REDACTED] and [REDACTED] in January, never using either service.

19 No documentation could be found for discontinuance of this service by ATNEX/Computer Ease
20 until March 20, 1998. A fax from Larry Goodman to Mick Liva at BellSouth was made at that time.
21 As noted above, BellSouth did not actually disconnect until April 28 and 21. The fax asked
22 BellSouth to provide the costs for each.

23 Since poor service is an issue on these lines, on June 3, 1999, BellSouth was asked to provide the
24 trouble tickets for these accounts. As of June 25, they have not been provided.

25 The contract states:

26 "If Subscriber cancels this Agreement at any time prior to the expiration of the service period set
27 forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless
28 otherwise specified by tariff, termination charges are defined as all reasonable charges due or
29 remaining as a result of the minimum service period agreed to by the Company and Subscriber and
30 set forth in the Attachment(s)."

31 The attachment states that the agreement is for a 33-month service period.

32 The contract also states that non-recurring charges will not apply upon initial installation. However,

1 if any of the service is disconnected prior to expiration of the Contract Service Arrangement., then
2 the subscriber will pay full non-recurring charges as identified below in addition to termination
3 liability charges, and a Contract Preparation Charge of three-hundred and nine (\$309.00) dollars.

| | |
|------------------------|---------------|
| 4 Rate Element #1 & #2 | \$400.00 each |
| 5 Rate Element #5 | \$525.00 each |
| 6 Rate Element #6 & #7 | \$450.00 each |
| 7 Rate Element #9 | \$ 25.00 each |

8 The ComputerEase account 561-989-9355 was disconnected in May even though ATNEX had taken
9 over the business in April. On the final bill of June 5, 1998, ComputerEase was billed an installation
10 charge of \$850 and a termination charge of \$4,122.93 for [REDACTED]

11 The Computer Ease account 561-V47-9222 for [REDACTED] which was disconnected on
12 June 4, 1998 was billed on June 1, 1998 for installation of \$925 and termination of \$3,611.10 for
13 [REDACTED]

14 These two accounts were never transferred onto the ATNEX club billing. However, they currently
15 have unpaid balances of \$9,386.74 and \$4,576.21.

16 A BellSouth response provided the calculation of the termination charges as follows:

| | | |
|---------------------------|------------|------------|
| 17 | [REDACTED] | [REDACTED] |
| 18 Monthly costs | \$ 142.17 | \$ 120.37 |
| 19 Times months remaining | 29 | 30 |
| 20 Charges | \$4,122.93 | \$3,611.10 |

21 **Opinion:** No documentation could be found regarding why ATNEX did not request a disconnection
22 of these lines in January when Mr. [REDACTED] canceled his order.

23 **Recommendation:** A legal determination needs to be made on whether these orders are covered by
24 the contract since the orders were initiated prior to the contract.

25 If so, a determination needs to be made on whether the delay in installation gave ATNEX the right
26 to disconnect without termination charges.

1 DISCLOSURE NO. 3

2 Subject: September 29, 1998 Disconnection

3 Statement of Fact: The bills for ATNEX at its new location began in May of 1998. There were
4 several different accounts most of which did not show any payment until the July billing. Three of
5 the nine bills showed payments in August and one in September. In September of 1998, ATNEX
6 was put on a club billing where all accounts are shown on one bill.

7 Although the prior months' balance on the September Club bill was zero, the bill contained
8 adjustments of \$3,933.77 which transferred past due balances from the individual accounts to the
9 club billing. Most of these balances were from the August bill. However three accounts contained
10 balances that were unpaid from July and one from June. Also, during the month of September it was
11 determined that three of the accounts were not included in the September 7 bill and checks used to
12 pay three accounts were returned because there were insufficient funds. The adjustment related to
13 these charges of \$1,337.36 did not appear on the club billing until the October 7 bill.

14 According to the general subscriber service tariff of BellSouth effective July 15, 1996, BellSouth
15 can terminate service with notice for nonpayment of any sum due for exchange, long distance, or
16 other services.

17 There was no notice that service was going to be disconnected in the September bill. A fax was sent
18 June 8, 1998 from BellSouth to Mr. Goodman stating that past due balances may cause
19 disconnection. It stated that the balance on account 561-989-9355, which was the old ComputerEase
20 headquarters account, was causing the greatest jeopardy. It also stated that the balances did not
21 relate to [REDACTED] or [REDACTED]. However, as shown in the previous disclosure, the
22 termination charges for [REDACTED] were included in the June 1 bill for this account. No
23 September notice could be located.

24 However, review of the BellSouth trouble tickets do not show the 128K circuits or the T-1 circuits
25 being disconnected on September 29, 1998. But, BellSouth.net trouble tickets do show that
26 complaints were received by BellSouth.net because BellSouth.net disconnected the Internet service
27 because of nonpayment. According to BellSouth, the lines were still in service until January when
28 the lines were disconnected for nonpayment. Trouble tickets show ATNEX employees calling
29 BellSouth in January to complain that its service was disconnected.

30 ATNEX claims that when the service was disconnected in September, ATNEX obtained Internet
31 service from Atlantic Internet. Atlantic Internet was supposed to have transferred the lines from
32 ATNEX to Atlantic through an agent of BellSouth's called [REDACTED]. ATNEX was
33 unable to provide any documentation of this change since it no longer uses Atlantic Internet and
34 [REDACTED] would not provide documentation directly. There was no documentation in the BellSouth
35 correspondence files for this change.

1 ATNEX was able to provide, however, a fax that had BBS, October 1, 1998 and
2 [REDACTED] October 2, 1998 in its fax headings. The fax shows that [REDACTED]
3 would assume the responsibility to pay for a circuit of ATNEX. It was signed and dated on October
4 30, 1998. ATNEX claims that all his customers filled out these forms and that he was no longer
5 responsible. BellSouth stopped billing the 128K circuits with the October 7 bill. BellSouth did not
6 however stop billing for the T-1 circuits. Billing continued on the T-1 circuits through May 1999.

BellSouth has not issued a bill for termination charges for any of these circuits.

Opinion: There is no evidence to show that the lines were disconnected on September 29, 1998. If the lines were disconnected, BellSouth was justified since the account was delinquent but violated the tariff by not giving notice. It does appear that BellSouth.net discontinued service to this account. However it is not regulated and therefore does not fall under Commission jurisdiction.

The fax provided, that shows circuits being transferred in October and the discontinuance of billing by Bell of the 128K circuits, does indicate that a mistake was made in not terminating the T-1 circuits at the same time. BellSouth should issue credit for the T-1 lines for the same time period as the 128K lines. An estimate of the credit is as follows:

| | |
|--------------|------------|
| 561-V46-6745 | \$1,249.40 |
| 561-V47-8459 | 4,231.92 |
| 561-V47-9217 | 2,205.67 |
| 561-V47-0046 | 2,205.67 |
| 20 Total | \$9,892.66 |

Most of the late payment charges should also be removed. The late payment charges total \$1,015.47.

However, according to the contract, if circuits are terminated before being billed for 33 months, BellSouth can charge for installation and termination. BellSouth has not done so at this time. A
21 legal determination needs to be made on whether the contract was binding based on Disclosure 1.

DISCLOSURE NO. 4

Subject: February 14, 1999 Voice Disconnection

Statement of Fact: Information provided by BellSouth shows that the voice service for ATNEX which used number 954-429-9191 was turned off because of nonpayment on February 14, 1999. This account was part of the club billing which started in September of 1998. The club bill showed three payments. One was \$727.78 shown on the November 7, 1998 bill. The next payment shown was on the January 1999 bill for \$1,651.86. The third was for \$6,714.95 and was on the February 7, 1999 bill. Total payments since the club billing started were \$9,094.59.

Most of the confusion about the past due balance was a result of the T-1 charges made from October to May of 1999 as discussed in Disclosure 3. ATNEX believed it was current on the voice but because of the disputed charges it was difficult to discern the unpaid balance.

Using the October 7 billing of \$9,669.54 and adding the voice and fax from the October billing to the end of billing, ATNEX owed \$12,523.20 or a remaining balance of \$3,428.61. Some of the money had been past due for several months and ATNEX had been receiving notices. Some of this balance would be removed when the October 7 billing is adjusted for the actual day of disconnection. It does appear there would be some balance remaining however.

Opinion: ATNEX was delinquent in payment over the life of the account, but the determination of the amount due was difficult because of the complaint outstanding on the T-1 lines as discussed in Disclosure 3.

(DISCLOSURE NO. 5

2 Subject: Service

3 Statement of Fact: ATNEX contends that the service provided by BellSouth was poor and resulted
4 in it not being able to charge its customers and needing to terminate lines.

5 The trouble history reports of BellSouth were reviewed. Most accounts showed only one or two
trouble tickets. Most were related to stress tests or router problems. BellSouth provides the line to
the router which is owned by ATNEX. Many of the trouble reports say that the router was not
properly configured.

ATNEX claims to have filed complaints almost daily. This is not reflected in the trouble tickets that
10 we did receive.

11 However, most of the trouble ATNEX reported during the interview was supposed to have occurred
12 in early 1998 with the [REDACTED] and [REDACTED] accounts. BellSouth was unable to provide
the trouble tickets for these accounts since the tickets are no longer in the system. Therefore we
were unable to determine if ATNEX did experience unusual trouble.

15 BellSouth did provide an internal review done on BellSouth.net of the ATNEX/Computer Ease
account. The report shows several trouble tickets that indicate router problems but also indicate that
part of the problem was solved when BellSouth.net switched from its service of Grid.net to IBM.net.
Because of these problems, BellSouth.net gave Computer Ease a \$4,000 credit on its April 13 bill
for account 561-989-9355.

20 Opinion: Problems did occur with BellSouth.net and Computer Ease was given credit. The trouble
tickets for problems with the lines indicate that the problems were with ATNEX equipment. The
tickets are being referred to a telecommunications department engineer for further review since our
23 audit staff is not qualified to determine if BellSouth or ATNEX is correct.

DISCLOSURE NO. 6

Subject: Absence of Contract

Statement of Fact: If the contract was not in effect, ComputerEase/ATNEX would have been charged the tariff installation and the tariff monthly charge on the attached sheet. When the companies on monthly rates terminate there are no termination charges.

| USOC | Tariff Installation | Tariff Monthly | CSA Installation | CSA Monthly |
|-------|------------------------|----------------|---------------------|-------------|
| FRH56 | \$400.00 | \$80.00 | \$0.00 | \$69.00 |
| FRH64 | \$400.00 | \$80.00 | \$0.00 | \$69.00 |
| FRH12 | \$460.00 | \$120.00 | \$0.00 | \$120.37 |
| FRH25 | \$460.00 | \$240.00 | \$0.00 | \$223.37 |
| FRH15 | \$525.00 | \$410.00 | \$0.00 | \$369.00 |
| FP156 | \$450.00 | \$70.00 | \$0.00 | \$61.00 |
| FP164 | \$450.00 | \$70.00 | \$0.00 | \$61.00 |
| FP115 | \$465.00 | \$155.00 | \$0.00 | \$162.54 |
| FRVDX | \$25.00 | \$2.00 | \$0.00 | \$2.00 |
| FRVRX | \$0.00 | \$8.00 | \$0.00 | \$8.00 |

REQUEST No. 7, Item 5

EXHIBITS

INITIAL
AGREEMENT**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Computer Ease ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01

7. (b) Subscriber further acknowledges that it has options for its telecommunication services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, Subscriber agrees that in the event it transfers its services to an alternative local service provider, such transfer shall be deemed a termination of this Agreement and BellSouth shall bill Subscriber all appropriate termination charges applicable to a termination of the Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
6451 N Federal Hwy
Ft Lauderdale, FL 33308

Subscriber

Computer Ease
6600 W. Rogers Circle
Boca Raton, FL 33487

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01
Option 1 of 1

This rate is valid through: 4/24/98.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for intraLATA Frame Relay service and Broadband Exchange Line -FTO service.

This Agreement is for a thirty-three (33) month service period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Computer Base

By: [Signature]

Title: Executive V.P.

Date: 1/3/98

Company:
BellSouth Telecommunications, Inc.

By: [Signature]

Title: Assistant Vice President

Date: 1/13/98

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01
Option 1 of 1

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|-------------|
| 1. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 56 KBPS, each | \$0.00 | \$69.00 | FRH56 |
| 2. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 64 KBPS, each | \$0.00 | \$69.00 | FRH64 |
| 3. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 128 KBPS, each | \$0.00 | \$120.37 | FRH12 |
| 4. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 256 KBPS, each | \$0.00 | \$223.37 | FRH25 |
| 5. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 1.536 MBPS, each | \$0.00 | \$369.00 | FRH15 |

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01
Option 1 of 1

RATES AND CHARGES

| <u>Rate Element</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|-------------|
| 6. Broadband Exchange Line-FPO, 56 KBPS, each | \$00 | \$61.00 | FP156 |
| 7. Broadband Exchange Line-FPO, 64 KBPS, each | \$00 | \$61.00 | FP164 |
| 8. Broadband Exchange Line-FPO, 1.536 MBPS, each | \$00 | \$162.54 | FP115 |
| 9. Frame Relay Service Feature, Data Link Connection Identifier (DLCI), Additional, per Customer Connection | \$00 | \$2.00 | FRVDX |
| 10. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 KBPS | \$00 | \$8.00 | FRVR3 |

NOTES:

All applicable rates and regulations for Frame Relay service and Broadband Exchange Line-FPO service as set forth in their respective Tariffs are in addition to the rates and regulations contained in this Contract Service Arrangement.

Non-recurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to expiration of this C.S.A., then Subscriber will pay full non-recurring charges as identified below in addition to termination liability charges, and a Contract Preparation Charge of three-hundred and nine (\$309.00) dollars.

| | |
|--------------------|---------------|
| Rate Element #1 | \$400.00 each |
| Rate Element #3 | \$525.00 each |
| Rate Element #6 | \$450.00 each |
| Rate Element #9 | \$25.00 each |

Apply appropriate End User Common Line Charges for each Customer Connection as provided

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number SE97-7091-01
Option 1 of 1

RATES AND CHARGES

NOTES:

in the FCC No.1 Tariff, section 4.6.

END OF ARRANGEMENT AGREEMENT OPTION 1

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT
SALES NOTES**

Case Number SE97-7091-01

Option 1

Guidelines for service order issuance may be found in the PSS Knowledge Base under Frame Relay, Methods and Procedures. Service orders are issued by the DCSC. A copy of the Agreement, Rate Authorization, and completed service request form must be provided to the DCSC.

FPL3L or FPL3S is the basic class of service when the customer connections are used in conjunction with the Broadband Exchange Line.

Unless otherwise indicated, the rates and charges herein are not valid for locations in Independent company territory. This model is not valid for a BellSouth Company Enhanced Service Provider, such as BellSouth.Net.

For sold cases, once the signed contract has been forwarded to the Headquarters Staff, the following intervals should be expected to gain regulatory approval to process the case:

AL 20 days for CSAs.

MS 20 days for CSAs.

TN 40 days for CSAs.

SC 9 business days for CSAs and SSAs.

Those states not identified above should gain regulatory approval in one (1) business day.

PBC

BellSouth Telecommunications, Inc.
FPSC Staff's Audit Request
Dated: June 3, 1999
RE: ATNEX Complaint
Request No. 3
Page 1 of 1

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REQUEST:

- 1) Provide all correspondence related to the lines installed for [redacted] both before connection and after.
- 2) Provide supporting documentation for the Termination Liability Charges for [redacted] \$4122.93 and \$3611.10. How were these charges arrived at? They are not specified directly in the contract.
- 3) Provide Supporting documentation showing how you came up with the \$3,933.77 balance on the Sept. 7, 1998 club bill account 561 V52-7018 233; and provide copies of bills

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RESPONSE:

- 1) See attached documents. Also see response to Request 3, Item 2.
- 2) See attached documents, including letters BellSouth sent to Mr. Larry Goodman setting out disconnection charges. Also attached is a copy of the Contract Service Agreement signed between BellSouth and Computer Ease, Inc. which sets out termination charges.

The termination charges from [redacted] were based on the monthly costs (\$142.17) times the number of months remaining on the agreement. ($\$142.17 \times 29 = \4122.93). The termination charges from [redacted] were based on the monthly costs (\$120.37) times the number of months remaining on the agreement. ($\$120.37 \times 30 = \3611.10). 27p2
- 3) See attached copy of the September 7, 1998 bill for Club Account No. 561 V52-7018 233. ATNEX asked BellSouth to transfer all of its accounts to one club account. The \$3,933.77 charge on the September 7, 1998 bill represents the balance on those accounts.

- REQUEST: 1 1) Provide all files of Mick Leva related to these accounts.
- 2 2) Provide backup for adjustments applied on 10-0-98 bill to
3 Computer Ease ATNEX of \$1,337.36.
- 4 3) Provide dates of installation for all lines for Computer Ease,
5 ATNEX, Barskey, [REDACTED]
- 6 4) Provide all bills before the club billing for Computer Ease, ATNEX,
7 Barskey & [REDACTED]
8 [REDACTED]

- RESPONSE: 9 1) Mick Leva is no longer with BellSouth. Attached are documents
10 from his file as well as documents from Tony Aniello. Mr. Aniello
11 worked on this account after Mr. Leva left. Also, see response to
12 Request 3, Item 1.
- 13 2) The \$1,337.36 represents returned checks. These charges were
14 transferred to the Club Account. See response to Request 4,
15 Item 4.
- 16 3) See response to Request 4, Item 1. That document shows both
17 the installation and disconnection dates.
- 18 4) BellSouth is in the process of copying all of the bills before the
19 accounts were converted to the Club Account. Copies will be
20 provided to the Staff by Monday, June 21, 1999.

24

BellSouth Telecommunications, Inc.
FPSC Staff's Audit Request
Dated: June 3, 1999
RE: ATNEX Complaint
Request No. 6
Page 1 of 2

- REQUEST: 1 1) Provide all information related to the transfer of phones from
2 Computer Ease & ATNEX computer Grp. May 1, 1998.
- 3 2) Provide a description of what [REDACTED] does as your
4 agent and what role they played in your contacts with ATNEX.
- 5 3) Provide your procedures for canceling service. Doesn't
6 disconnect without reconnect cancel service.
- 7 4) Show documentation to prove service to ATNEX was reconnected
8 after Sept. 29, 98 for internet & Feb. 99 for voice.
- 9 5) Provide dates & copies of all notices showing service would be
10 disconnected.

- RESPONSE: 11 1) BellSouth is unsure what Staff is requesting. BellSouth believes
12 ATNEX and Computer Ease are one in the same. Even their
13 letterhead shows ATNEX / Computer Ease. BellSouth has not
14 been able to identify a document ATNEX alleges was provided to
15 BellSouth transferring its phones.
- 16 2) [REDACTED] an Authorized Sales Agent under a
17 contractual agreement with BellSouth to sell BellSouth products,
18 including a full suite of network, voice, data and internet products.
- 19 3) Yes. A disconnect without reconnect will cancel service. See
20 attached documents from BellSouth's practices explaining
21 disconnection of service.
- 22 Please note: Account 561 V47-5534 is a Frame Relay Service.
23 Procedures for disconnect are handled differently (included in
24 attached). This service cannot be suspended it must be
25 disconnected. This account was disconnected on 5-27-98 and
26 billing stopped on 5-27-98.

125

BellSouth Telecommunications, Inc.
FPSC Staff's Audit Request
Dated: June 21, 1999
RE: ATNEX Complaint
Request No. 7

REQUEST:

- 1 1. Provide the dates BellSouth.Net disconnected service to any ATNEX Account.
- 2 2. How was ATNEX billed for BellSouth.Net? Provide bills from July 98 to the end.
- 3 3. Provide copies of all Orders for service for all computer Base, ATNEX, or Barkey Accounts
4 (include [REDACTED])
- 5 4. Provide BellSouth.Net trouble ticket 12817 and the date that problem was resolved.
- 6 5. For all contract prices provide the rates that would have been charged if there were no
7 contract.

8 RESPONSE:

- 9 1. BST does not have access to BellSouth.Net account information.
- 10 2. BST does not access to BellSouth.Net account information or billing records.
- 11 3. There are no Orders, the Master Service Agreement (MSA) is used as the basis for ordering.
- 12 4. BST does not have access to BellSouth.Net account information.
- 13 5. Please see the attached.

561 989 9355 739 *ITEM* JUN 05 1998 *FINAL* HELD

MFS UP

E BOCA RCFVF

POFS

A1 610 STA TAX NNNN CC D MCC0 C0459
 A2 625 RTA TAR 007802 DOD 052798 DOI 121794
 OC 725 NT CT1 AVT 29 DEP -00 WO 0813-NP
 PPD CCH AMT DUE

CHARGES PG 0002.1 / 0006 MORE
 1 180 201 77 91 .00
 .00

10 1. Local Usage Summary00
 11 Total Local Usage00
 12 Other Charges and Credits Amount
 13 Work Completed On Apr 28, 1998
 14 SO: DR2Y58C9
 15 V84-0451

16 2. FOR INSTALLATIONS 850.00
 17 3. Basic Termination Charges 4,122.93
 18 Circuit Number: 80.QKDA.500316..98
 19 4. Credit for service disconnected (04/29/98 -
 20 06/12/98) (\$61.00/mo) 89.47C
 21 5. Credit for service disconnected (04/29/98 -
 22 06/12/98) (\$73.00/mo) 107.07C
 23 Credit (04/29/98 - 06/12/98)
 24 6. 9ZR FCC Charge for Network Access (\$8.17/mo) 11.98C

Page 3(2)
29-2

P. 004

TEL: 9543513989

2 561 V47 9222 222 *ITEM* JUN 01 1998 *LIVE* HELD E BOYN FPL3L
 3 MPS UP PQFS
 4 COMPUTER EASE ATNEX PB 623 STA 300 TAX NNNN CC B MCC3 C0458
 5 6600 W ROGER CIR RA 623 RTA 299 TAR 000806 DOD 022598 DOI 022598
 6 SUIT 15 RB 630 NT CT2 AVT 0 DEP -00
 7 BOCA RATON FL 33487 PPD CCH AMT DUE

8 BST CHARGES PG 0002.1 / 0003
 9 Monthly Service - Jun 1 thru Jun 30
 10 Services Quantity
 11 1. Broadband Exchange Line From Customers
 12 Premise to Wire Center at .1.536 Mbps 1 ... 162.54
 13 2. FCC Charge for Interstate Toll Access 1 ... 8.17
 14 Total Monthly Service Charges 170.71
 15 Other Charges and Credits Amount
 16 3. Late Payment Charge (1.5% of Unpaid Regulated
 17 Balance) 14.87
 18 4. Late Payment Charge (1.5% of Unpaid Unregulated
 19 Balance) ** 1.95
 20 Work Completed On Apr 21, 1998
 21 SO: DR5NT0V3
 22 V47-5150
 23 ASU 5. FOR INSTALLATIONS 925.00
 24 6. Basic Termination Charges 3,611.10
 25 ** Unregulated Charge



P. 005
5302
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TEL: 9543513989

561 V47 9222 222 *ITEM* JUL 01 1998 *FINAL* E BOYN FPL3L
 MPS UP POPS
 COMPUTER RASE ATNEK A1 STA TAX NNNN CC B MCC3 C0458
 6600 W ROGER CIR A2 RTA TAR 000806 DOD 022598 DOI 022598
 SUIT 15 OC 820 NT CT2 AVT 0 DEP -00 WO 0901-NF
 BOCA RATON FL 33487 PPD CCH AMT DUE
 BST CHARGES PG 0003 / 0003

Messages

This bill represents charges for your former telephone service. If you cannot make payment in full, please call 1 800 945-6500 before Jul 24 and we will try to establish a payment arrangement which meets your individual needs. Calling cards for this account are now void and should be destroyed.

Detail of Adjustments

Listed below is a summary of the Adjustments, found on page 1 of the bill. These adjustments are shown by date and the company making the adjustment.

| Date Adjusted | Company | Adjustment |
|-------------------------|------------------------------------|------------|
| 7. Jun 26, 1998 | BELLSOUTH TELECOMMUNICATIONS | 989.75C |
| Total Adjustments | | 989.75C |

* Credit for the * 925.00 installation charge
 (from 6/1/98 bill); including taxes.
 Installation charges do not apply on fractional
 bandwidth (such as 128K) as per CSA
 if circuit is disconnected prior to contract
 expiration.

23

1 BREAKDOWN OF CURRENT CHARGE BY LINE:

| 561-V47-1810 | 561-V47-3704 | 561-V47-4745 | 561-V47-8459 | 561-V47-9961 | 561-V47-9217 | 561-V47-9235 | 561-989-9408 | 561-V47-0946 | 954-429-0191 | BILLING NUMBER CHARGES | TOTAL |
|--------------|--------------|--------------|---------------------|--------------|--------------|--------------|------------------------|--------------|--------------|------------------------|----------------|
| 128K LINE | T-1 | T-1 | ATNEX HEADQTRS. T-1 | 128K | T-1 | 128K | LARRY GOODMAN HOME FAX | TI SHULMAN | | | <i>Current</i> |
| 156.14 | (137.61) | 214.07 | 728.48 | 155.98 | 221.86 | 186.14 | 39.09 | 221.86 | 692.61 | 1.16 | 2,341.46 |
| 130.12 | | 178.39 | 603.67 | (77.84) | 184.88 | 130.12 | 53.04 | 184.88 | 674.74 | (5.05) | 2,056.95 |
| | | 178.39 | 604.76 | | 315.00 | | 71.84 | 315.00 | 688.61 | 6.91 | 2,159.51 |
| | | 178.39 | 591.15 | | 315.00 | | 55.00 | 315.00 | 537.41 | 3.65 | 1,986.60 |
| | | 178.54 | 600.54 | | 315.15 | | 57.87 | 315.15 | 607.42 | (20.06) | 2,264.81 |
| | | 178.52 | 600.52 | | 315.13 | | (8.72) | 315.13 | 702.65 | 6.66 | 2,109.91 |
| | | 178.52 | 628.63 | | 315.13 | | 0.31 | 315.13 | (248.31) | | 1,190.31 |
| | | 178.52 | 602.71 | | 315.13 | | | 315.13 | 2.04 | | 1,413.53 |
| | | 178.52 | 602.71 | | 315.13 | | | 315.13 | | | 1,411.49 |

2763

Handwritten signature

Adjustment Oct Bill

12/22/99
KW
6/8/99

BELLSOUTH

BILLING NUMBER 561 V52-7018 233
BILLING PERIOD OCT 7, 1998 00004
PAGE 1

DETAIL OF PAYMENTS AND ADJUSTMENTS APPLIED

| | | | | |
|----------------------------------------|---|---------------------|------------|----------|
| EP 11, 1998 EARNING # 561-V47-0048-048 | : | BALANCE TRANSFERRED | [REDACTED] | 180.70** |
| EP 11, 1998 EARNING # 561-V47-1830-830 | : | BALANCE TRANSFERRED | [REDACTED] | 192.92** |
| EP 11, 1998 EARNING # 561-V47-3704-704 | : | BALANCE TRANSFERRED | [REDACTED] | 518.83** |
| EP 11, 1998 EARNING # 561-V47-8981-981 | : | BALANCE TRANSFERRED | [REDACTED] | 197.71** |
| EP 11, 1998 EARNING # 561-V47-9981-991 | : | BALANCE TRANSFERRED | [REDACTED] | 131.78** |
| EP 11, 1998 EARNING # 561-868-8488-121 | : | BALANCE TRANSFERRED | Larry Fox | 124.31** |

DL FOR BELLSOUTH

1,337.36

* NSF cks.
** SEP '98

3004

3003

30P3

302

| | | | | | | | | | | |
|------------------|--|--|--|--|--|--|--|--|--|------|
| Provided by AT&T | | | | | | | | | | 30-2 |
|------------------|--|--|--|--|--|--|--|--|--|------|

| | A | B | C | D | E | F | G | H | I | J | K |
|----------|------------|------------|--------------|--------------|--------------|-----------------|--------------|-----------|------------|----------------------|-------------------------------------------------------------------|
| | Account | Address | Street ID | Billing ID | Speed | Monthly charges | Jan | Balance | total | Date of installation | Date of Disconnect |
| 1 AC | [REDACTED] | [REDACTED] | 800RA800014 | 804-V84-0481 | 84K | 1138.17 | 801-888-8888 | 89,388.74 | | 11-15-96 97 | 04-28-98 |
| 2 AC | [REDACTED] | [REDACTED] | 800RA800088 | 801-V87-8334 | 84K | 1138.17 | | 41,428.38 | | 02-02-98 | 05-27-98 |
| | | | 80LDA800438 | 801-V87-8188 | 128K PORT | 1138.37 | 801-V87-8282 | | | 02-25-98 | 04-21-98 |
| | | | 800W8260647 | 801-V87-8282 | 128K LINE | 1170.71 | 801-V87-8282 | 84,878.21 | | 02-25-98 | 06-04-98 |
| | | | | | | | | | 818,388.33 | | |
| 6 | [REDACTED] | [REDACTED] | 800RA800006 | 801-V87-8482 | T1 | 8487.17 | N/A | 82,184.38 | | 08-09-97 | 04-27-98 |
| 8 188 | [REDACTED] | [REDACTED] | 8000RA801080 | 801-V87-8488 | T1 | 8848.88 | 801-V82-7018 | 11,247.88 | | 06-23-98 | (club) 1/18/99 admin |
| | | | 801-888-8488 | 801-888-8488 | 178 | 138.34 | 801-V82-7018 | 1378.88 | | 04-27-98 | 01-27-99 (club, but disconnected prior to appeal per customer) |
| | | | 804-428-8181 | 804-428-8181 | 178 | 1448.88 | 801-V82-7818 | 11170.38 | | 04-24-98 | 02-14-99 (went to ICI on this date - CIRC) |
| | [REDACTED] | [REDACTED] | 8000RA801088 | 801-V87-3784 | T1 | 1838.88 | 801-V82-8018 | 11838.47 | | 02-17-98 | 02-24-98 |
| | [REDACTED] | [REDACTED] | 800LDA800084 | 801-V87-1830 | 128K PORT | 1138.37 | 801-V82-2018 | 8832.88 | | 04-17-98 | (club) 1/14/99 admin |

86/87/99 89:28

NO. 128 PAGE 888

✓ Traced to trouble tickets

FPSC Staff Audit
 RE: ATNEX
 Request No. 4 (3)
 Attachment
 17 Pages

35-1

41

| | ACCOUNT NUMBER | PHONE NUMBER | LINE TYPE | START DATE | END DATE | AMOUNT | STATUS | REMARKS |
|---|----------------------------|--------------------------|------------|------------|--------------|----------------------|--------|-------------------------------------------------------------------------|
| | 800HAGS0084 3 | 801-467-8217 | 120K LINE | 0170.88 | 001-462-7048 | 4381.00 | | 04-17-98 (club) |
| A | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| B | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| C | 800HAGS0081 | 801-467-8001 | 120K PORT | 0170.87 | 001-462-7048 | 4482.80 | ✓ | 11-21-97 09-18-98 (club, but disconnected per cust. prior to appeal) |
| D | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| E | 800HAGS0081 | 801-467-8748 | 120K | 0183.14 | 001-462-7048 | 0170.80 | | 11-21-97 (club) |
| F | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| G | 800HAGS0087 | 804-800-1007 | 00K | 0180.17 | 804-800-8007 | | | 01-15-98 03-03-98 trans to Howard Barzky d/b/a Computer Base |
| H | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| I | 800HAGS0088 | 801-467-8235 | 120K PORT | 0180.87 | 001-462-7048 | 0200.87 | ✓ | 02-23-98 (club) 1/14/99 down disconnected |
| J | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | | [REDACTED] |
| | 800HAGS0085 | 801-467-8000 | 120K LINE | 0170.88 | 001-462-7048 | 0000.11 | ✓ | 02-23-98 (club) |
| | TOTAL CLUB BILL | | | | 001-462-7048 | NOT CALLED \$6714.96 | | 08-26-98 (MAIN NUMBER CLUB) |
| | 700HAGS0084 | 800-464-8001 | 100K PORT | 0180.87 | N/A | 0000.10 | ✓ | 07-13-98 04-23-99 7/9/98 Disconnect order |
| | 700HAGS0082 | 800-464-8001 | 120K LINE | 0170.88 | N/A | 01002.70 | ✓ | 07-13-98 (live account) 7/9/98 |
| | Howard d/b/a Computer Base | 561-989-9355-739 (RCFV?) | | | | \$8386.74 | | 12-17-94 05-27-98 |

4. ...

561-217-8015

Comment -128 Frame Relay

DLR DLRL EC 444 TN 561 800 00A500361 SEC DPA PRTR PG 1
 SLID SLID# Order Date
 ORD DR82JKR1B000 CD 10-02-98 CUS 961 UNIT 25249256 06-10-99 0924A
 NSTA UNKN PUB PUB SP SSP, PRI EN CPE N NMC N
 MAIN 561 V478961 KS 0 RT TSOP 0 CS DATPL SC FPL3L
 OE NR EXK 0 OT VT PTY BRG N NSV N
 SWC DISC 10-04-98 SSN ? HSID Y HSEC N HDPA N TAS N TAC N
 LCD 10-04-98 LCT 70739043 HLEX Y HPH N PSTAT
 LN *S10
 SA N
 11 S&E QTY 1 USOC FPL3L KS 0 LTD REF
 12 SNR /LSO L368
 13 S&E QTY 1 USOC FRH12 KS 0 LTD REF
 14 SNR /LSO X491/LSO X491/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO
 15 SNR /XPOI
 16 S&E QTY 1 USOC XAFD1 KS 0 LTD REF
 17 SNR /LSO X491/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO/XPOI
 18 S&E QTY 1 USOC FRVRO KS 0 LTD REF
 19 SNR /LSO X491/RMKR (A) DLCI #/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /S
 20 SNR N TELCO/XPOI
 21 S&E QTY 1 USOC CRXUX KS 0 LTD REF
 22 SNR /ADSR /DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO/XPOI
 23 S&E QTY 1 USOC CTG KS 0 LTD REF
 *DISPLAY CONTINUED ON NEXT SCREEN

Disconnect Date

Physical
Disconnect Order

Could have had a soft disconnect on

25

DLR DLRL EC 444 TN 561 8 GDA501005

SEC CPA PRTR PG 1

3 ORD DR2TFH50A000 CD 09-08-98 CUS 704 UNIT 25249256
4 NSTA UNKN PUB PUB SP SSP, PRI 06-10-99 0927A
5 MAIN 561 V473704 KS 0 RT TSOP 0 CS DATPL SC FPL3L EN CPE N NMC N
6 OE EXK 0 OT VT PTY BRG N NSV N
7 SWC DISC 09-10-98 SSN ? HSID Y HSEC N HDPA Y TAS N TAC N
8 LCD 09-10-98 LCT 31735313 HLEX Y HPH N PSTAT
9 LN *S10

10 SA JCA RATON/LA
11 S&E QTY 1 USOC FPL3L KS 0 LTD REF
12 SNR /LSO L994
13 S&E QTY 1 USOC CCOEF KS 0 LTD REF
14 SNR /LSO L994
15 S&E QTY 1 USOC FRH15 KS 0 LTD REF
16 SNR /LSO X491/CN 977091/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELC
17 SNR O/XPOI
18 S&E QTY 1 USOC XAPD1 KS 0 LTD REF
19 SNR /LSO X491/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO/XPOI
20 S&E QTY 1 USOC FRVRO KS 0 LTD REF
21 SNR /LSO X491/RMKR (A) DLCI #/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /S
22 SNR N TELCO/XPOI
23 S&E QTY 1 USOC CRXUX KS 0 LTD REF
*DISPLAY CONTINUED ON NEXT SCREEN

SLID SLID#
ORD DRBYCLY4000 CD 03-03-98 CUS 957 UNIT 25238256 06-10-99 1005A
NSTA UNKN PUB PUB SP SSP, PRI EN CPE N NMC N

5 MAIN 954 V841957 KS 0 RT TSOP 0 CS DATPL SC FPL3L
OE EXK 0 OT VT PTY BRG N NSV N
SWC DISC 03-05-98 SSN ? HSID Y HSEC N HDPA Y TAS N TAC N
LCD 03-05-98 LCT 41105116 HLEX Y HPH N PSTAT

9 LN *S30 [REDACTED]

10 SA [REDACTED] A

LOC SUIT 211
S&E QTY 1 USOC FPL3L KS 0 LTD REF
S&E QTY 1 USOC FRH64 KS 0 LTD REF
SNR /CN 977091/LSO L482/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELC

15 SNR O/XPOI
S&E QTY 1 USOC XAFD1 KS 0 LTD REF
SNR /LSO X491/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO/XPOI
S&E QTY 1 USOC FRVRO KS 0 LTD REF
SNR /LSO X491/RMKR (A) DLCI #/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /S

20 SNR N TELCO/XPOI
S&E QTY 1 USOC CRXUX KS 0 LTD REF
SNR /ADSR /LSO X491/DES CKL 0-5395 NE 14TH AV, FT L/ZNEA /SN TELCO/XP
24 SNR OI

①

128K



561-47-1830

WAFAC: CIRCUIT HISTORY (DSSCHI) /FOR
PAGE 0001 06/10/99 09:36 EDT

S 80/QLDA/500494 /SB ICTR PMCTGAHSDC
SY9MV7 CKT SOURCE CKT STAT IE MCTR PMCTGAHSDC

ACT ORD# RC X BI STAT DD/RCV CD/CAN/RES S O
TYPE COMMENTS

588367001 A NRFVWWN9 A IE 041798 *Instal* 041798

21349 *Admin Down* *Got busy signal* CR CAN 011499 1731 011499 1746 1 Y
referred to Mktg.

17574 CR INF 092398 1518 092498 1400 Y

TH CKT STRESSED CLEAN TO CUST CSU. (12)

← *Stress Test*
next day

6981 PRINT COMPLETED. NO MORE ACTIVITIES.

*Admin-down - 2/17/99
soft disconnect*

P9

①



561-V47-6745

T-1

WMAND
 ENTER LTERM: ② WFAC: CIRCUIT HISTORY (OSSCHI) /FOR
 ③ PAGE 0001 06/10/99 09:36 EDT

 S 80/DHMG/506119 /SB ICTR PMCTGAHSDC
 SYD90J6 CKT SOURCE CKT STAT IE MCTR PMCTGAHSDC

 </TR# ACT ORD# RC X BI STAT DD/RCV CD/CAN/RES S O
 TYPE COMMENTS
 5562732001 A NR029570 IE 112197 112197
 012735 CR CPE 032698 1759 033098 1019 Y
 JTH CKT UP ACTIVE 2-WAY TRAFFIC ON IT.

Customer equipment problem

1688I PRINT COMPLETED. NO MORE ACTIVITIES.

① [REDACTED] 561-V47-9235 128K

MAND ② Wfac: CIRCUIT HISTORY (OSSCHI) /FOR
NTER LTERM: ③ PAGE 0001 06/10/99 09:37 EDT

S 80/GLDA/500435 /SB ICTR PMCTGAHSDC
SYV9KB2 CKT SOURCE CKT STAT IE MCTR PMCTGAHSDC

/TR# ACT ORD# RC X BI STAT DD/RCV CD/CAN/RES S O
TYPE COMMENTS
576657001 A NR7961M1 IE 022398 022398

21348 Admin Disconnect CR pay telephony
TH CKT DISC...SEE OSSCN PAGE. Cellular INF 011499 1731 011499 1748 1 Y

12699 CR CPE 032598 1147 032598 1251 1 Y
TH ② TOK TO CSU//REBOOT ROUTER//CKT IS UP//DK TO CLOSE //ADAM

*Rebooted
Routed*

688I PRINT COMPLETED. NO MORE ACTIVITIES.

all

①



T-1 - 561-447-0046

MAND ② W FAC: CIRCUIT HISTORY (OSSCHI) /FOR
 INTER LTERM: ③ PAGE 0001 06/10/99 09:38 EDT

 S 80/DHMG/506451 /SB ICTR PMCTGAAHSDC
 : SYV9K04 CKT SOURCE CKT STAT IE MCTR PMCTGAAHSDC

 C/TR# ACT ORD# RC X BI STAT DD/RCV CD/CAN/RES S O
 TYPE COMMENTS
 5576759001 A NROVY6B6 IE 022398 *Install* 022398
 12346 IN INF 030698 1713 030698 1845 Y
 WITH ⑩ TU ASSIST/ CKT TOK TO CSU, NO LMI FROM ROUTER

*turn up assist when e.g. installed
router problem*

6881 PRINT COMPLETED. NO MORE ACTIVITIES.

1 DLR DLRL EC 444 TN 561 80D HMG506471 SEC DPA PRTR PG 1
2 SLID SLID#
3 ORD DRF9J8B5000 CD 06-04-98 CUS 222 UNIT 26888236 06-10-99 1011A
4 NSTA UNKN PUB PUB SP PRI EN CPE N NMC N
5 MAIN 561 V479222 KS 0 RT 0000 TSOP 0 CS DATPL SC FPL3L
6 OE NR EXK 0 OT VT PTY BRG N NSV N
7 SWC DISC 06-04-98 SSN N HSID N HSEC N HDPA Y TAS N TAC N
8 LCD 09-05-98 LCT 94842302 HLEX Y HPH N PSTAT
9 LN [REDACTED]
10 SA
11 S&E QTY 1 USOC FP115 KS 0 LTD REF
12 SNR /LSO 561 732/CLS 80.DHMG.506471..SB
13 CAB TP FIN CA PR NPA WC PRU TPR PRS

Disconnect order

PIS

2.SLID SLID#

3 ORD DRCGTFD9000 CD 05-27-98 CUS 534 UNIT 26228286 06-10-99 1009A
 4 NSTA UNKN PUB PUB SP SSP, PRI EN CPE N NMC N
 5 MAIN 561 V475534 KS 0 RT TSOP 0 CS DATPL SC FPL3L
 6 OE EXK 0 OT VT PTY BRG N NSV N
 7 SWC DISC 05-29-98 SSN ? HSID Y HSEC N HDPA Y TAS N TAC N
 8 LCD 05-29-98 LCT 40443030 HLEX Y HPH N PSTAT

9 LN *CCO*
10 SA : BOYN BCH/LA 1

11 S&E QTY 1 USOC FPL3L KS 0 LTD REF
SNR /LSO L732

S&E QTY 1 USOC CCOEF KS 0 LTD REF
SNR /LSO L732

15 S&E QTY 1 USOC FRH64 KS 0 LTD REF
SNR /LSO L655/CN 977091/DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /SN TEL

SNR CO/XPOI
S&E QTY 1 USOC XAFD1 KS 0 LTD REF
SNR /LSO L655/DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /SN TELCO/XPOI

20 S&E QTY 1 USOC FRVRO KS 0 LTD REF
SNR /LSO L655/RMCR (A) DLCI #/DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /

SNR SN TELCO/XPOI

23 S&E QTY 1 USOC CRXUX KS 0 LTD REF

014

SLID SLID#
ORD DR5NT0V3A000 CD 05-27-98 CUS 150 UNIT 26228286 06-10-99 1010A
NSTA UNKN PUB PUB SP SSP, PRI EN CPE N NMC N
5 MAIN 561 V475150 KS 0 RT TSOP 0 CS DATPL SC FPL3L
OE EXK 0 OT VT PTY BRG N NSV N
SWC DISC 05-29-98 SSN ? HSID Y HSEC N HDPA N TAS N TAC N
LCD 05-29-98 LCT 40500560 HLEX Y HPH N PSTAT

9 LN *CCO [REDACTED]
10 SA [REDACTED], BOYN BCH/LA

S&E QTY 1 USOC FPL3L KS 0 LTD REF
SNR /LSO L732

S&E QTY 1 USOC FRH12 KS 0 LTD REF
SNR /LSO L655/CN 977091/LSO L655/DES CKL 0-325 GARDENIA ST, W*P*B/ZNE

15 SNR A /SN TELCO/XPOI
S&E QTY 1 USOC XAFD1 KS 0 LTD REF

SNR /LSO L655/DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /SN TELCO/XPOI
S&E QTY 1 USOC FRVRO KS 0 LTD REF

SNR /LSO L655/RMCR (A) DLCI #/DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /
20 SNR SN TELCO/XPOI

S&E QTY 1 USOC CRXUX KS 0 LTD REF
SNR /ADSR /DES CKL 0-325 GARDENIA ST, W*P*B/ZNEA /SN TELCO/XPOI

23 S&E QTY 1 USOC CTG KS 0 LTD REF

PI

- 1 January 23, 1998 3:44:17 PM bhenders
The slowness appears to be on his multiple PVC's from his host to remote sites. His Internet connection is fine. I have asked the AE to forward me circuit info and I will forward to the DCSC.
- 5 January 26, 1998 8:53:55 AM bhenders
The customer now states that the slowness is in fact pertaining to Internet Access
- 8 January 26, 1998 9:49:03 AM csibley
I looked into this customer's complaint of slow response and have uncovered several things which do support their claim. The CER currently has a 4 Mbps serial uplink to the IXC. In order to support tunneling for
12 two customers [REDACTED]
13 [REDACTED] and [REDACTED], fast switching has been disabled on this interface. This has proven to be too much of a load for the CER because it is only a 4500. Traffic from the IXC to the CER is currently running at about 1.5 Mbps and packets are already being placed into the CER's input hold-queue. According to Matt's stats on this uplink, traffic levels have gotten as high as 3.5 Mbps during peak. As you would expect, when traffic levels get this high the CER is no longer able to keep up and
21 it starts discarding packets. Statistics from the IXC's output queue and the CER's input-queue confirm this (there are a high number of output drops on the IXC and a high number of input drops on the CER.) In addition, this customer's PVC appears to be
25 configured with a zero CIR - this could also be a contributing factor but I don't feel that it is the main issue. Utilization on the ATM dkt from the IXC to Gridnet is within specs (42% peak in/ 21% peak out.)
- 28 I suggest that we re-enable fast switching on the serial uplink to the IXC in order to resolve this problem. This will require us to either re-map to an IBM router the PVC's of those customers that were tunneled or put them back onto Gridnet. I have relayed this information to Bob Handerson and he will be making a decision.
- 34 Ticket has been reassigned to csibley
- 35 January 28, 1998 2:00:05 PM csibley
Bob wants to remap the tunneled customer's PVC's directly to an IBM router and re-enable fast switching on the CER's uplink to the IXC. I will
38 schedule the required downtimes with the customers and get this done.
- 37 January 28, 1998 2:41:09 PM csibley
40 Left message for Jack at [REDACTED] Spoke to Roland
41 at [REDACTED] he said anytime after 4:00 PM would be fine. I told him I'd try
42 to move him today or tomorrow.
- 43 January 29, 1998 12:30:19 PM csibley
44 [REDACTED] has been successfully moved to CER10MIA-G.
45 Jack confirms that response times are looking good. I will be moving [REDACTED]
46 [REDACTED] later today. Sent e-mail to Frank, Jeff, and Paul Stamey to update
47 HPOV and submit the
48 appropriate paperwork to the DCSC.
- 49 January 29, 1998 5:22:51 PM csibley
50 [REDACTED] has been moved and Roland reports that everything is looking good.
51 I have removed all tunnel configurations between the CER00 and IXC01 and

35-1/1

011

1 Bob.Henderson@bellsouth.net on 01/29/98 11:22:23 AM



2 Please respond to Bob.Henderson@bellsouth.net

3 To: micklos_lva@bbs.bellsouth.com, Anthony Aniello, csibley@bellsouth.net
4 cc:
5 Subject: Computer Ease/ATNEX

6 Note: Some recipients have been dropped due to syntax errors.

7 SMTP Headers are unavailable for viewing due to server configuration.

8 Nick,
Chris Sibley, one of our best, has really researched the problems ATNEX has been experiencing very thoroughly.

The CER currently has a 4 Mbps serial uplink to the IXC. In order to support tunneling for two customers [REDACTED]

13 [REDACTED] fast switching has been disabled on this interface. This has proven to be too much of a load for the CER because it is only a Cisco 4500. Traffic from the IXC to the CER is currently running at about 1.5 Mbps and packets are already being placed into the CER's input hold-queue. According to Matt's stats on this uplink, traffic levels have gotten as high as 3.5 Mbps during peak. As you would expect, when traffic levels get this high the CER is no longer able to keep up and it starts discarding packets. Statistics from the IXC's output queue and the CER's input-queue confirm this (there are a high number of output drops on the IXC and a high number of input drops on the CER.) In addition, this customer's PVC appears to be configured with a zero CIR - this could also be a contributing factor but I don't feel that it is the main issue. Utilization on the ATM ckt from the IXC to Gridnet is within specs (42% peak in/ 21% peak out.)

20 I suggest that we re-enable fast switching on the serial uplink to the IXC in order to resolve this problem. This will require us to either
29 re-map to an IBM router the PVC's of those customers that were tunneled.

30 The two other customers are in agreement to re-map the tunneled customer's PVC's directly to an IBM router and re-enable fast switching on the CER's uplink to the IXC. I will schedule the required downtimes with the customers and get this done. One customer move has already been completed. The remaining customer will be moved today after the Stock Market Close.

Thanks,

37 Bob

35-11,

214

Dedicated Internet Access

BellSouth.net

Staff Workpaper 35-1/1
Pages 1 - 9

Entire Document Proprietary



BellSouth Business Systems, Inc.
Suite 1220
6451 N. Federal Highway
Fort Lauderdale, FL 33308-1493

1 June 25, 1998

2 Mr. Larry Goodman
3 Executive Vice President
4 ATNEX
5 1650 S. Powerline Road, Suite F
6 Deerfield Beach, Florida 33442

7 Dear Larry:

8 Attached is a copy of your bill for account 561-989-9355 which shows a \$4,000.00 Service
9 Adjustment. This represents the credit that we promised you for BellSouth.net services. Actually
10 we had initially quoted a \$3,000.00 credit but decided to give you \$1,000.00 more in order to
11 maintain and affirm our relationship and partnership with ATNEX.

12 As you know, we have spent several hours researching and analyzing your bills. I know that you
13 have been waiting for this BellSouth.net Service Adjustment for a long time but as you can see, it
14 was applied to your April bill. I hope that this satisfies all of your questions and concerns
15 regarding your BellSouth billing. We will send you another letter concerning the \$8,000.00
16 installation and termination liability charges for [REDACTED] and [REDACTED] as
17 we discussed on Tuesday.

18 I trust that we can now move forward and concentrate on mutually beneficial projects while you
19 continue to keep all of your accounts current. Thank you for your patience and we look forward
20 to speaking with you soon. I can be reached on 954-351-3947 with any questions.

21 Sincerely,

22 Tony Aniello
23 Systems Designer

24 cc: B. Diggs

35-6
①

Reg 5-11-1



1 Mr. Tony Aniello
2 Bell South
3 6451 N. Federal Highway
4 Ft. Lauderdale, FL 33308

5 Dear Tony:

6 I received your letter of 6/1/98. Thank you for the clarifications on the existing circuits.

7 With respect to ██████ ██████ let me give you the background.

8 In October of 1997, I asked Mick Leva to install 64K fractional T1 to be used with
9 Ascend Pipeline 130 Routers. The installation was delayed until January, 1998. When
10 they were finally installed they were the incorrect interface for the Ascend Pipeline 130.
11 I met with you and Mick and I received apologies and promises that it would be
12 promptly corrected.

13 By the end of January, I notified Mick that the lines at ██████ and ██████
14 ██████ were to be cancelled.

15 The line for workforce was installed in March and because of delays I was not able to bill
16 the customer until May 1.

17 The delay at ██████ & ██████ caused the client to cancel. Mick Leva was
18 informed that we are canceling the order in January 1998.

19 I repeatedly notified Mick to cancel both circuits. I refuse to pay for either the
20 installation or termination of either circuit.

21 We have been good customers and are growing our business with Bell South. I feel it is
22 very unfair to charge us for a line that was installed improperly, cancelled repeatedly, and
23 now billed outrageously.

Very Truly Yours,

Larry Goodman

35-7

Reg 5 (Item 1)

1650 S. Powerline Road • Suite F • Deerfield Beach, Florida 33442
Phone: 954-429-9191 • Fax: 954-429-3010 • Toll Free: 888-AT-ATNEX (888-283-8629) • www.atnex.com

Handwritten grid with '35-7' in the bottom right corner.

FAX Transmission

1 From: Tony Aniello BellSouth Business Systems
2 Questions? Call 954-351-3947 6451 N. Federal Highway, Suite 1220
Fax 954-351-3989 Ft. Lauderdale, FL. 33308
3 To: Larry Goodman
4 Company: ATNEX 954-429-3010, 954-429-9191
5 Address: 1650 S. Powerline Road Deerfield Beach, FL. 33442
6 Date: June 8, 1998
7 Time: 2:47 PM Pages: 2 (including this one)

8 Larry:

9 Attached is a billing summary showing your past due balances per each account.
10 Thank you for your payments that we received on June 4th.

11 Our Collections department has notified us that these past due balances must be paid
12 as soon as possible in order to avoid disconnects or suspension of some of your
13 service.

14 The \$10,772.43 balance on account 581-989-9355 (old HQ location at 6600 W. Rogers
Circle) is the account that places you in the greatest jeopardy. The bill is for all of your
telephone service as well as the T1 at that location. Although some checks were sent
17 for this account, both checks were returned by your bank.

18 These past due balances are not related to the charges associated with [REDACTED]
19 and [REDACTED] referenced in my June 1st memo. These are separate charges
20 that we will discuss sometime in the near future with Bill Diggs.

21 Your prompt attention to this matter is appreciated and thank you in advance for the
22 quick resolution to it. Please call me on 954-351-3947 with any questions.

23 Tony _____

35-8

R. S. Altman

ATNEX Billing Summary 6/8/98

| <u>A</u> Account | <u>B</u> Description | <u>C</u> Past Due | <u>D</u> Payment Made | <u>E</u> Date | <u>F</u> Past Due Balance |
|---------------------|-------------------------|----------------------|--------------------------|------------------|------------------------------|
| 561 V47 3704 | [REDACTED] | \$2,027.69 | \$1,400.00 | 06/04/98 | \$ 627.69 |
| 561 V47 8961 | [REDACTED] | 532.72 | 350.00 | 06/04/98 | 182.72 |
| 561-989-9355 | [REDACTED] | 10,772.43 | * | | 10,772.43 |
| 561 V47 1830 | [REDACTED] | 186.51 | 100.00 | 06/04/98 | 86.51 |
| 561 V47 9235 | [REDACTED] | 418.60 | 284.22 | 06/04/98 | 134.38 |
| Totals | | \$13,937.95 | \$2,134.22 | | \$11,803.73 |

*Payments received but checks returned by bank: \$1,928.92; received 4/19/98, returned 4/27/98
\$2,928.92; received 5/13/98, returned 5/21/98

008 - Item 1

35-8

1 From: Tony Aniello BellSouth Business Systems
2 Questions? Call 954-351-3947 6451 N. Federal Highway, Suite 1220
Fax 954-351-3989 Ft. Lauderdale, FL. 33308
3 To: Larry Goodman
4 Company: ATNEX 954-429-3010, 954-429-9191
5 Address: 1650 S. Powerline Road Deerfield Beach, FL. 33442
6 Date: June 9, 1998
7 Time: 9:11 AM Pages: 2 (including this one)

8 Larry:

9 The pricing for the T1 at 6600 W. Rogers Circle and the 128K circuits at [redacted]
10 [redacted] and [redacted] follow. The charges for all of the 128K circuits
11 are the same as per your CSA contract. Again, there are (2) circuit ID's associated with
12 each fractional T1 service, such as 128K, and therefore there are (2) billing numbers
13 and (2) bills received per each 128K circuit. You are not being billed twice for these
14 circuits. The past due balances for [redacted] and [redacted]
15 are different due to prorated charges incurred when initially installed (all at different
16 times of the month), different amounts paid on each account and the fact that our bills
17 are mailed out a month in advance. Also, some FCC charges have changed since your
18 initial installation which have also effected your monthly total per account.

19 The following charges also do not include taxes.

20 T1 at 6600 W. Rogers Circle (561 V47 1492; circuit ID 80QGDA500035)
21 \$543.71 per month (again the last bill was prorated)
22 WorkForce- 80QLDA500435- 561V47 9235 \$120.37
23 WorkForce- 80DHMG506451- 561 V47 0046 \$170.71
24 Total Monthly \$291.08

35-9 ①

Req 5 Item 1

1 **Attn: Larry Goodman**

| | | |
|---|---------------------------------------|----------|
| 2 | [REDACTED]-80QLDA500494- 561 V47 1830 | \$120.37 |
| 3 | [REDACTED] 80DHMG506843- 561 V47 9217 | \$170.71 |
| 4 | Total Monthly | \$291.08 |

| | | |
|---|---------------------------------------|----------|
| 5 | [REDACTED] 80QLDA500361- 561 V47 8961 | \$120.37 |
| 6 | [REDACTED] 80DHMG506119- 561 V47 6745 | \$170.71 |
| 7 | Total Monthly | \$291.08 |

8 I hope that this answers all of your questions and concerns regarding the billing for our
9 circuits. Please make sure that payment is sent to BellSouth as soon as possible (this
10 week) in order to avoid disconnects or suspension of service.

11 If you have any questions, please call me on 954-351-3947. Thank you and we look
12 forward to meeting with you in the near future.

(2)

Ross T. Stearns

rec'd
3/24/98

1 **ATNEX/Computer Ease Request for BellSouth Frame Relay**
2 **Add the following circuit to existing Contract Service Arrangement 5E97-7091-01**

3 Origination Date 3/21/98 Requested Date for Service 4/15/98

4 **Installation Address:**

5 Company Name [REDACTED]

6 Street [REDACTED]

7 Suite/Apartment/Floor [REDACTED]

8 City [REDACTED]

9 Telephone Number 561-395-0217

10 Contact Person [REDACTED]

11 Telephone Number 561-395-0217

12 Extend Wiring/DMARC? NO YES TO: _____

LEAVE 282A IN CELLING

13 **Billing Location:**

14 ATNEX/Computer Ease YES Other _____
15 6600 West Rogers Circle, Suite 15 _____
16 Boca Raton, FL 33487 _____

17 Speed of Frame Relay Connection 128 K

18 CIR

19 What location(s) will this circuit communicate with?

20 Host - 6600 W. Rogers Circle, Boca Raton _____

21 Other(s): INTERNET

22 Requested By LARRY GOODMAN Date _____

35-9
Rec'd 3/25/98

Business Systems, Inc.

1 From: Mick Liva
2 To: LARRY GOODMAN
3 Company: Atnex / ComputerEase

Date: March 20, 1988
Time:
FAX #: 561-989-9408

4 Please respond by circling all circuits that need to be disconnected.

5 The following is what now exists:

6 [REDACTED]

7 (64k) NO CHARGE - CONSIDERED AN UPGRADE TO 128K

8 (128k) PER CONTRACT

9 [REDACTED]

10 (64k) NO CHARGE - CONSIDERED AN UPGRADE TO 128K

11 (128k) PER CONTRACT

12 [REDACTED]

13 (64k) NO CHARGE - CONSIDERED AN UPGRADE TO 128K

14 (128k) PER CONTRACT

15 [REDACTED]

16 (128k) PER CONTRACT

17 [REDACTED]

18 (T-1) PER CONTRACT

Signature _____

Date _____

You can fax your response to 954-351-3989 to my attention please.

VOICE: 954-351-3110 / 800-228-9885 EXT-3110 FAX: 954-351-3989

8451 North U.S. Highway, Suite 1200, Fort Lauderdale, Florida 33308

(4)

P. E. M. 1



Bellsouth Business Systems, Inc.
Suite 1220
8461 North Federal Highway
Fort Lauderdale, FL 33308

1 June 15, 1998

2 Mr. Larry Goodman
3 Executive Vice President
4 ATNEX
5 1650 S. Powerline Road
6 Suite F
7 Deerfield Beach, Florida 33442

8 Dear Larry:

9 Thank you for your recent order for the 128K frame relay circuit to be installed at [REDACTED]
10 located at 3400 Coral Way, Miami, FL 33145. The order number associated with this circuit will
11 be NQ89X9G9 and one of the circuit ID's will be 70QLDA500234. (Remember that another
12 circuit ID associated with the T1 that this 128K circuit will ride will also be provisioned during
13 the installation phase of this order. This circuit will also generate 2 bills; one per circuit ID. You
14 will be notified of this other circuit ID during the implementation phase of this order). The
15 monthly charges associated with this circuit will be the same as your other 128K circuits,
16 \$291.08; this is the combined total of both circuit/billing numbers.

17 In order for me to order this circuit however, we are requiring a deposit representing 2 months of
18 service: \$582.16. This is due to the existing past due balances on your other accounts and the
19 number of times our collections department has asked for payment. We would like to get past
20 this issue as soon as possible so that we do not require a deposit for new circuits.

21 As a review, these charges will be associated with your 33 month CSA contract. Installation
22 charges will be initially waived but will be incurred and billed if the circuit is disconnected prior
23 to the expiration of the CSA contract. Termination Liability Charges will also apply, again
24 defined as the monthly charges times the number of remaining months left on the contract. ←

25 If you have any questions, please call me on 954-351-3947. Please send the check to my
26 attention as soon as possible, at the above listed address. Thank you.

27 Sincerely,

28 *Tony Aniello*

29 Tony Aniello

30 Systems Designer

35-10

Reg 5 Item 1

1 **ATNEX/Computer Ease Request for BellSouth Frame Relay**
 2 **Add the following circuit to existing Contract Service Arrangement SE97-7091-01**

3 Origination Date 6/11/98 Requested Date for Service ASAP

4 **Installation Address:**

5 Company Name [REDACTED]

6 Street [REDACTED]

7 Suite/Apartment/Floor [REDACTED]

8 City [REDACTED]

Telephone Number 305-441-2865

305-529-5299 SE CO - Contact Person [REDACTED]

Telephone Number 305-441-2865

Extend Wiring/DMARC? NO YES TO: _____

4 **Billing Location:**

Cascade =

MIAMFLGR -

18 305-219

ATNEX/Computer Ease
 6600 West Rogers Circle, Suite 15
 Boca Raton, FL 33487

YES Other
1650 S. POWERLINE RD
DORRFIELD APT 31 33442

17 Speed of Frame Relay Connection 128 K

20 CIR _____

21 What location(s) will this circuit communicate with?

22 Host - 6600 W. Rogers Circle, Boca Raton 1650 S. Powerline rd

23 Other(s): _____

24 Requested By

[Signature]

Date 6/11/98

25 LAWRENCE M GOODMAN

②
 35-10
 Stam!
 Den 50