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2 Including Professional Corporations
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6 Attorneys for THE BILLING RESOURCE, dba
7 INTEGRETTEL

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 In re
12 THE BILLING RESOURCE, dba Integretel, a
13 California corporation,
14 Debtor.

15 Tax ID: 33-0289863

Case No. 07-52890 ASW

Chapter 11

Date: July 15, 2008
Time: 10:00 a.m.
Place: United States Bankruptcy Court
280 South First Street
San Jose, California
Judge: Hon. Arthur S. Weissbrodt
17 Ctm: 3020

18 **NOTICE OF HEARING ON MOTION OF THE DEBTOR FOR ORDER PURSUANT**
19 **TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AUTHORIZING**
20 **AND APPROVING THE SALE OF THE DEBTOR'S INTEREST IN**
21 **PAYMENTONE CORPORATION FREE AND CLEAR OF ALL LIENS, CLAIMS**
22 **AND ENCUMBRANCES**

23 **Proposed Purchaser: eTelcharge.com or its Nominee**

24 **Potentially Affected Lienholders:**

25 POL, Inc.
PaymentOne Corporation (disputed)
26 Thermo Credit, LLC (disputed)
Network Telephone Services (disputed)
Public Communications Services, Inc. (disputed)

Personal Voice, Inc. (disputed)
Pennsylvania Dept. of Revenue (disputed)
MYTELEBILL LLC (disputed)

DOCUMENT NUMBER-DATE

-1- 05635 JUN 30 2008 NOTICE OF HEARING RE MOTION FOR
APPROVAL OF SALE

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1 PLEASE TAKE NOTICE that a hearing to consider the "Motion Of The Debtor For Order
2 Pursuant To Sections 105 And 363 Of The Bankruptcy Code Authorizing And Approving
3 The Sale Of The Debtor's Interest In PaymentOne Corporation Free And Clear Of All
4 Liens, Claims And Encumbrances" (the "Motion") filed by the Debtor And Debtor-In-
5 Possession The Billing Resource, dba Integretel (the "Debtor") in the above-captioned
6 bankruptcy case will be held at 10:00 a.m. on July 15, 2008, in the courtroom of the
7 Honorable Arthur S. Weissbrodt, Courtroom 3020, at the United States Bankruptcy Court,
8 located at 280 South First Street, San Jose, California.

9 The following is a general summary of the relief sought by the Debtor in the
10 Motion. The Debtor moves the Court, pursuant to Sections 105 and 363 of Title 11 of the
11 United States Code (the "Bankruptcy Code") to approve the sale of the Debtor's interest in
12 PaymentOne Corporation ("P1") pursuant to an equity acquisition agreement (the "EAA")
13 that the Debtor and P1 have negotiated with eTelcharge.com. The EAA provides for
14 eTelcharge.com or its nominee ("Purchaser") to acquire all of the Debtor's 97.7% of the
15 equity interests in P1 on a non-diluted basis amounting to 3,500,000 shares of common
16 stock of P1 (the "P1 Equity"). As part of the transaction, Purchaser will also acquire the
17 remaining equity and option rights held by individuals currently or formerly employed by
18 P1 or the Debtor. Under the EAA, P1 will no longer assert that the Debtor is liable to P1
19 on account of a secured claim for \$12.8 million and will convey to the Debtor the debt and
20 associated security interests held by P1, subject to the provisions of the EAA. The EAA
21 further provides for Purchaser to (i) operate P1's business in the ordinary course, with an
22 immediate payment by Purchaser to P1 of \$1.5 million, (ii) provide additional capital
23 support to P1 in the form of cash transfers of \$1.5 million over the three months following
24 the closing, (iii) provide such additional capital to P1 as may be necessary to allow P1 to
25 continue to operate its business in the ordinary course and satisfy its existing and
26 reasonably foreseeable debts as they come due; (iv) guaranty specified P1 debts and
27 obligations and (v) provide P1 with a line of credit or other equity financing of \$4 million
28 if needed. The EAA also includes a mutual and broad releases between the Debtor and
related parties and P1 and its related parties. Purchaser is entitled to a break-up fee of up
to \$150,000 under the EAA and a prior order of the Bankruptcy Court in the event that a
sale of the P1 Equity is consummated with another buyer.¹

21 **PLEASE FURTHER TAKE NOTICE THAT:**

22 1. On June 27, 2008, the Court will hold a hearing on the Debtor's motion
23 requesting issuance of the **Order Granting Motion To Establish Bidding Procedures For
24 Sale Of Debtor's Interest In PaymentOne Corporation** (the "Bidding Procedures Order").
25 The proposed Bidding Procedures Order is attached hereto as Exhibit A and sets forth the
26 procedures to be followed in connection with the Sale (the "Bidding Procedures"). Under

26 ¹ The foregoing is only a general summary of the relief sought in the Motion, and all
27 parties are strongly advised to review the Motion itself. To the extent that the foregoing
28 summary is inconsistent in any way with the relief sought in the Motion, the Motion shall
control.

1 the Bidding Procedures Order proposed by the Debtor, qualified bidders may submit
2 higher and better offers for the P1 Equity and the Court will then conduct an auction to
3 determine the highest and best offer for the P1 Equity. The Debtor seeks approval of its
4 sale of the P1 Equity to Purchaser, subject to overbid, pursuant to the terms and conditions
5 set forth in the EAA, following the procedures set forth in the Bidding Procedures Order.

6 2. The proposed Bidding Procedures Order provides for all Alternative Bids for
7 the P1 Equity to be submitted to Debtor's counsel by hand delivery or electronic mail not
8 later than 12:00 p.m. PDT by July 11, 2008.

9 3. The Debtor requests that the Sale be free and clear of liens, claims,
10 encumbrances and other interests, as provided in the EAA, with any such liens, claims,
11 encumbrances or interests to attach to the proceeds of the Sale.

12 4. The Debtor also requests that the provisions of Fed.R.Bankr.P. 6004(h)
13 which would otherwise stay any order approving the Sale be waived under the
14 circumstances.

15 **PLEASE TAKE FURTHER NOTICE** that the Motion will be filed and served on
16 June 30, 2008 and will include a copy of the Bidding Procedures Order as entered by the
17 Court and of the EAA. If you would like to receive a copy of the Motion and supporting
18 pleadings, please contact counsel for the Debtor by email or telephone to request a copy.

19 **PLEASE TAKE FURTHER NOTICE** that pursuant to the Bidding Procedures
20 Order:

21 1. Any objection to the relief requested in this Motion must: (a) be in writing; (b)
22 comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules; (c) be
23 filed with the Clerk of the Bankruptcy Court for the Northern District of California, San Jose, on
24 or before July 8, 2008, and (d) be served by hand-delivery, fax or electronic mail no later than July
25 8, 2008 at 5:00 p.m. PDT upon (1) Debtor's counsel; (2) counsel for the Creditors' Committee; (3)
26 counsel for Purchaser; (4) counsel for PaymentOne; and (5) the Office of the United States Trustee
27 (the foregoing are collectively referred to as the "Service Parties").

28 2. On July 11, 2008, at or before 4:30 p.m., any party wishing to file a memorandum
in response to objections filed pursuant to the above schedule (a "Reply") shall file the Reply with
the court (including faxing a copy to the Court's chambers) and serve it on the Service Parties by
fax, electronic mail, or hand delivery.

3. The hearing on the Motion (the "Sale Hearing") is scheduled for July 15, 2008 at
10:00 a.m. If Debtor receives at least one Qualified Alternative Bid, the Court shall conduct an
auction at the Sale Hearing.

1 **SERVICE SHALL BE MADE ON THE SERVICE PARTIES AS FOLLOWS:**

2 Counsel to Debtor:

3 Sheppard, Mullin, Richter & Hampton LLP

4 Four Embarcadero Center, Suite 1700

5 San Francisco, CA 94111

6 Attn: Michael H. Ahrens, Esq.

7 Steven B. Sacks, Esq.

8 Timothy Perry, Esq.

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10 Email: mahrens@sheppardmullin.com

11 ssacks@sheppardmullin.com

12 tperry@sheppardmullin.com

13 Counsel to Committee:

14 Pachulski Stang Ziehl & Jones LLP

15 150 California Street, 15th Floor

16 San Francisco, CA 94111-4500

17 Attn: John D. Fiero, Esq.

18 Maxim B. Litvak, Esq.

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20 Email: jfiero@pszjlaw.com

21 mlitvak@pszjlaw.com

22 Office of the United States Trustee:

23 Office of the United States Trustee

24 280 S. First Street, Suite 268

25 San Jose, CA 94113-0002

26 Attn: John Wesolowski, Esq.

27 Facsimile: (408) 535-5532

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Attn: Steven Warren

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Email: swarren@omm.com

1 Dated: June 25, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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By /s/ Steven B. Sacks
 STEVEN B. SACKS
 Attorneys for The Billing Resource, dba Integretel

Exhibit A

1 SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP
2 A Limited Liability Partnership
Including Professional Corporations
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4 STEVEN B. SACKS,
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7 Attorneys for The Billing Resource,
8 dba Integretel

9 UNITED STATES BANKRUPTCY
COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

12 In re
13 The Billing Resource, dba Integretel,
14 Debtor.
15 Tax ID: 33-0289863

Case No. 07-52890 ASW

Chapter 11

**[PROPOSED] ORDER GRANTING
MOTION TO ESTABLISH BIDDING
PROCEDURES FOR SALE OF DEBTOR'S
INTEREST IN PAYMENTONE
CORPORATION**

Date: June 27, 2008

Time: 1:00 p.m.

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

Judge: The Honorable Arthur S. Weissbrodt
Courtroom: 3020

28

1 The Motion To Establish Bid Procedures In Connection With The Sale Of Debtor's
2 Interest In PaymentOne Corporation (the "Motion") filed by the above-captioned debtor
3 and debtor-in-possession The Billing Resource, dba Integretel, a California corporation
4 (the "Debtor") having come on for hearing on June 27, 2008 and the Court having
5 considered the pleadings filed in support of the Motion and the argument of the parties at
6 the hearing, finding that notice of the Motion was sufficient under the circumstances, and
7 good cause appearing therefor,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that for the reasons
9 stated on the record at the hearing on the Motion, the Motion is granted as provided herein,
10 and all objections to the Motion have been withdrawn or are overruled:¹

11 1. Scheduling of Sale Hearing. A hearing on the motion to approve the sale of
12 the Equity Interest (the "Sale Motion"), will be held at 10:00 a.m. on July 15, 2008 (the
13 "Sale Hearing").

14 2. Service of Sale-Related Pleadings.

15 a. Notice of Sale Hearing. The Debtor shall cause, on or before June 25,
16 2008 (so as to provide not less than 20 days notice), service by first class mail of the notice
17 of the hearing on the Sale Motion (including the Bidding Procedures proposed to the
18 Court) on all known creditors and all persons on the special notice list (the foregoing
19 service list collectively referred to herein as the "Global Service List").

20 b. Moving Papers. The Debtor shall cause, on or before June 30, 2008,
21 service by first class mail of the Sale Motion (which shall include as exhibits, the EAA and
22 this Order), and all declarations in support thereof, by first class mail upon (a) the Office of
23 the United States Trustee for the Northern District of California, San Jose Division; (b)
24 counsel for Purchaser; (c) counsel to the official committee of unsecured creditors (the
25 "Committee"); (d) counsel for all entities known to have asserted any lien, claim,
26 encumbrance, right of refusal, or other property interest in or upon the Debtor or the

27 _____
28 ¹ Terms not defined herein shall have the meaning set forth in the Motion.

1 Equity Interest; (e) all parties that have expressed a bona fide interest in acquiring the
2 Equity Interest or that the Debtor believes may be interested in proposing a competing bid
3 upon the Equity Interest; (f) all entities on the special notice list; and (g) counsel to
4 PaymentOne.

5 3. Objection Bar Dates

6 a. To Sale. Any objection to the Sale Motion must: (a) be in writing;
7 (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy
8 Rules; (c) be filed with the Clerk of the Bankruptcy Court for the Northern District of
9 California, San Jose, on or before July 8, 2008, and (d) be served by hand-delivery, fax or
10 electronic mail no later than July 8, 2008 at 5:00 p.m. PDT upon (1) Debtor's counsel; (2)
11 counsel for the Creditors' Committee; (3) counsel for Purchaser; (4) counsel for
12 PaymentOne; and (5) the Office of the United States Trustee (the foregoing are
13 collectively referred to as the "Service Parties").

14 b. Effect of Failure to Object. The failure of any person to file its
15 objection timely and in accordance with the requirements of this Order shall bar the
16 assertion at the Sale Hearing or thereafter of any objection to the Sale Motion and the
17 Debtor's consummation and performance of the EAA.

18 4. Reply Papers. On July 11, 2008, at or before 4:30 p.m., any party wishing to
19 file a memorandum in response to objections filed pursuant to the above schedule (a
20 "Reply") shall file the Reply with the court (including faxing a copy to the Court's
21 chambers) and serve it on the Service Parties by fax, electronic mail, or hand delivery.

22 5. Alternative Bid Deadline. All bids for the Equity Interest ("Alternative
23 Bids") by persons other than Purchaser ("Prospective Bidders") must be submitted to the
24 Service Parties by fax, hand delivery or electronic mail not later than 12:00 p.m. prevailing
25 Pacific Time by the second business day prior to the Sale Hearing, i.e., on July 11, 2008
26 (the "Alternative Bid Deadline").

27 6. Qualified Alternative Bid. An Alternative Bid will only be considered if the
28 Alternative Bid is a "Qualified Alternative Bid". To be a Qualified Alternative Bid, the

1 Alternative Bid must:

2 a. identify the Prospective Bidder and demonstrate that the Prospective
3 Bidder is a Qualified Bidder, meaning Purchaser and any other person that the Debtor (in
4 consultation with the Committee) and PaymentOne have determined in the exercise of
5 their reasonable business judgment has at least the same ability to satisfy the capital
6 support provisions of the EAA as the Purchaser and is otherwise financially able to
7 consummate the purchase of the Equity Interest if the Bankruptcy Court enters an order
8 approving such purchase;

9 b. propose in writing a transaction that Debtor and PaymentOne
10 determine, following consultation with the Committee, is not materially more burdensome
11 or conditional than the terms of the EAA and (a) provides additional consideration to the
12 Debtor of at least \$250,000 (in addition to the transfer of the debt and security interests
13 held by PaymentOne to the Debtor's estate), (b) additional working capital in immediate
14 cash to PaymentOne of at least \$500,000 (in addition to the \$1.5 million provided under
15 the terms of the EAA), (c) provides capital support terms and debt guaranties for
16 PaymentOne on terms no less favorable than those in the EAA, (d) restricts dividends and
17 transfers from PaymentOne for at least two years, and (e) provides for the purchase of
18 minority interests and options in PaymentOne. In determining the value of the bid, the
19 break-up fee that may be paid by the estate if the bid is accepted will not be considered;

20 c. consist of an agreement in the form of the EAA, marked to show
21 changes thereto, that is when taken as a whole on terms and conditions no less favorable to
22 Debtor and PaymentOne than the terms and conditions contained in the EAA, including
23 but not limited to financial capability of the proposed purchaser and time of closing;

24 d. not be subject to termination by such person except on the same terms
25 as the EAA;

26 e. demonstrate through the submission of relevant financial information
27 that the Prospective Bidder, either itself or pursuant to a guarantee, is creditworthy and has
28 liquid assets or unconditional access to funds sufficient to provide capital support and

1 close a sale of the Equity Interest under the terms of the Alternative Bid;

2 f. provide reasonable evidence of its ability to continue operating
3 PaymentOne in the ordinary course of business;

4 g. not be conditional on the outcome of any unperformed due diligence
5 by the bidder, the receipt of equity or debt financing, or the approval of any Board of
6 Directors, shareholder, or other corporate approval; and

7 h. be accompanied by an initial deposit in the amount of \$250,000, in the
8 form of a cashier's check or wire transfer payable to the Trust Account of Debtor's
9 counsel, which deposit shall be refunded within five business days in the event that the
10 Prospective Bidder is not selected to purchase the Acquired Assets or does not consent to
11 leave its bid open as a backup bid if asked to do so.

12 7. Auction, Bidding Increments, and Bids Remaining Open.

13 a. If Debtor receives at least one Qualified Alternative Bid, Debtor shall
14 conduct an auction (the "Auction") at the Sale Hearing. Only Purchaser and Qualified
15 Bidders shall be entitled to make any additional bids ("Subsequent Bids") at the Auction.
16 Debtor, after consultation with the Committee and PaymentOne, may announce at the
17 Auction additional procedural rules that are reasonable under the circumstances (e.g., the
18 means of selecting among similar bids, the order in which bidding will proceed, the
19 amount of time allotted to make any Subsequent Bids, the right of the Debtor to meet with
20 any Prospective Bidder to discuss the terms of any bid, etc.) for conducting the Auction so
21 long as such rules are not inconsistent with these Bidding Procedures.

22 b. At the Auction, bidding shall begin with the highest Qualified
23 Alternative Bid (or with a Qualified Alternative Bid chosen by lot if there are two or more
24 bids offering the same consideration) and continue in minimum increments of at least
25 \$200,000 higher than the previous bid (which shall have increased consideration to the
26 estate of at least \$100,000 and additional working capital in cash to PaymentOne of at least
27 \$100,000). Purchaser shall have the right but not the obligation to participate in the
28 Auction. To the extent the Purchaser participates in the Auction it will be entitled to credit

1 bid the break-up fee of \$150,000 otherwise payable by TBR. The Auction shall continue
2 in one or more rounds of bidding and shall conclude after each participating bidder has had
3 the opportunity to submit an additional Subsequent Bid with full knowledge of the then
4 existing highest bid and the identity of the party making the then highest bid. For the
5 purpose of evaluating the value of the consideration provided by each Subsequent Bid
6 (including any Subsequent Bid by Purchaser), the value shall be the total consideration to
7 Debtor's estate and to PaymentOne under the terms of the Subsequent Bid; it being agreed
8 however that Debtor, after consultation with the Committee and PaymentOne shall have
9 the right to choose and recommend to the Court the best bid even if it is not the highest
10 bid, based on a good faith analysis of which bidder is best qualified to close the transaction
11 and take over the assets, or a good faith analysis of the total consideration to Debtor's
12 estate (including the likely dividend to unsecured creditors supported by such transaction)
13 and to PaymentOne. Debtor and PaymentOne shall have the right to recommend to the
14 Court that a Subsequent Bid be disregarded based on its analysis of the total consideration
15 to Debtor's estate (including the likely dividend to unsecured creditors supported by such
16 transaction) and PaymentOne. The Committee shall have the right to object to any such
17 recommendation.

18 c. At the conclusion of the bidding, Debtor (after consultation with the
19 Committee and PaymentOne) shall be entitled to recommend to the Court that the sale of
20 the Equity Interest be confirmed to the highest bidder, to request that the Court defer such
21 a determination to a later time or date, or that the Court decline to approve a sale. Debtor
22 (after consultation with the Committee and PaymentOne) may at its option include a
23 backup bid in its recommendation to the Court. If Purchaser is not the winning bidder,
24 Purchaser shall have the right but not the obligation to hold any of its lower bids open as a
25 backup bid.

26 d. If Debtor does not receive any Qualified Alternative Bids, Debtor will
27 report the same to the Bankruptcy Court and will proceed with the sale to the Purchaser on
28 the terms set forth in the EAA, unless the EAA is terminated pursuant to the terms thereof.

1 e. At least one Business Day prior to the Auction, Debtor will give
2 Purchaser and all Prospective Bidders a copy of all other Alternative Bids. In addition,
3 Debtor will inform Purchaser and each Qualified Bidder who has expressed its intent to
4 participate in the Auction of the identity of all Qualified Bidders that may participate in the
5 Auction.

6 8. Notice Information. Service of documents on the Service Parties shall be
7 sufficient if delivered as follows:

8 Counsel to Debtor:

9 Sheppard, Mullin, Richter & Hampton LLP
10 Four Embarcadero Center, Suite 1700
11 San Francisco, CA 94111
12 Attn: Michael H. Ahrens, Esq.
13 Steven B. Sacks, Esq.
14 Timothy Perry, Esq.
15 Email: mahrens@sheppardmullin.com
16 ssacks@sheppardmullin.com
17 tperry@sheppardmullin.com

18 Counsel to Committee:

19 Pachulski Stang Ziehl & Jones LLP
20 150 California Street, 15th Floor
21 San Francisco, CA 94111-4500
22 Attn: John D. Fiero, Esq.
23 Maxim B. Litvak, Esq.
24 Email: jfiero@pszjlaw.com
25 mlitvak@pszjlaw.com

26 Office of the United States Trustee:

27 Office of the United States Trustee
28 280 S. First Street, Suite 268
San Jose, CA 94113-0002
Attn: John Wesolowski, Esq.
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Counsel to Purchaser

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** END OF ORDER **

COURT SERVICE LIST

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Office of the U.S. Trustee
Office of the U.S. Trustee
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San Jose, CA 95113

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