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September 15, 2009

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Ms. Ann Cole
Commission Clerk
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

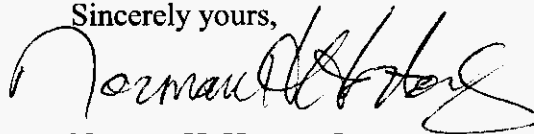
Re: Docket No. 090258-TP

Dear Ms. Cole:

Enclosed for filing on behalf of dPi Teleconnect, LLC is an original and fifteen copies of the Direct Testimony of Tom O'Roark on behalf of dPi Teleconnect, LLC in the above referenced docket.

Thank you for your assistance with this filing.

Sincerely yours,



Norman H. Horton, Jr.

NHH/amb

Enclosures

cc: Chris Malish, Esq.
Parties of Record

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PCP
SGA
ADM
CLK 1

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by dPi Teleconnect, LLC)
against BellSouth Telecommunications, Inc.) Docket No. 090258-TP
d/b/a AT&T Florida for dispute arising)
under interconnection agreement.)
_____)

DIRECT TESTIMONY OF TOM O'ROARK

1 **Q. Please tell us who you are and give a little background about yourself.**

2 A. My name is Tom O'Roark. I serve as dPi's CFO and, for now, chief executive
3 officer. Since the departure of dPi's Brian Bolinger, dPi's former vice president
4 of legal and regulatory affairs, I am the one who has taken the lead in dealing
5 with this dispute over promotion credits with AT&T. Prior to my involvement,
6 Brian Bolinger along with Steve Watson of Lost Key Telecom Inc. (which
7 functions as dPi's billing and collections agent for promotions) headed up this
8 effort on behalf of dPi, and thus had most of the detailed interaction with AT&T;
9 I was simply kept appraised of events as they developed by Brian and/or Steve.

10
11 **Q. Please give a little background on dPi Teleconnect and describe the history
12 of dPi Teleconnect's dispute with AT&T.**

13 A. dPi Teleconnect is a competitive telecommunications company authorized to
14 provide intrastate local exchange and interexchange telecommunications services
15 in Florida. dPi provides telecommunications services primarily to residential
16 customers. This case involves only dPi Teleconnect's resale operations and
17 relationship with AT&T.

1 AT&T is required by law and by contract to make available for resale any
2 promotion that AT&T makes available to its customers for an extended period of
3 time. This case stems from AT&T's failure to do so.

4 **Q. What do you mean when you say "AT&T is required by law to make**
5 **available for resale any promotion that AT&T makes available to its**
6 **customers"?**

7 A. I don't pretend to be an expert in Federal telecommunications law, but I do know
8 the more basic provisions that apply to our business. So I know that federal law
9 requires AT&T to make the same offers it extends to its retail customers
10 available to its resellers like dPi. For example, federal law provides, among
11 other things, the following:

12 -- 47 U.S.C. § 251(c)(4)(A). ILECs have the duty to "offer for resale at
13 wholesale rates any telecommunications service that the carrier provides
14 at retail to subscribers who are not telecommunications carriers."

15 -- 47 U.S.C. § 251(c)(4)(B). ILECS have a duty not to "prohibit, and not to
16 impose unreasonable or discriminatory conditions or limitations on, the
17 resale of such telecommunications service."

18 I also know that the FCC has discussed promotion issues at length in
19 various dockets, notably including the FCC's 1996 *Local Competition Order*.¹ In
20 the *Local Competition Order*, the FCC explained

21 [t]he ability of [I]LECs to impose resale restrictions and
22 conditions is likely to be evidence of market power and
23 may reflect an attempt by [I]LECTs to preserve their

¹ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, 11 FCC Red 15954, ¶907 (rel. Aug. 8, 1996) ("Local Competition Order").

1 market position. In a competitive market, an individual
2 seller (an [I]LEC) would not be able to impose significant
3 restrictions and conditions on buyers because such buyers
4 turn to other sellers. Recognizing that [I]LECs possess
5 market power, Congress prohibited unreasonable
6 restrictions and conditions on resale. *Local Competition*
7 *Order*, 11 FCC Rcd at 15966, ¶939.

8 Indeed, in the *Local Competition Order* the Commission expressly
9 recognizes that ILECs could use promotions like AT&T's to manipulate their
10 retail rates and effectively avoid their resale obligations. Consequently, the
11 Commission found that the resale requirement of Section 251(c)(4) of the Act

12 ***makes no exception for promotional or discounted offerings,***
13 ***including contract and other customer-specific offerings.*** We
14 therefore conclude that no basis exists for creating a general
15 exemption from the wholesale requirement for all promotional or
16 discount service offerings made by incumbent LECs. A contrary
17 result would permit incumbent LECs to avoid the statutory resale
18 obligation by shifting their customers to nonstandard offerings,
19 thereby eviscerating the resale provisions of the 1996 Act. *Local*
20 *Competition Order*, 11 FCC Rcd at 15970, ¶948 (footnote
21 omitted)(emphasis added).

22 The FCC concluded that resale restrictions are presumptively
23 unreasonable and that an ILEC can rebut that presumption but only if the
24 restrictions are "narrowly tailored." *Local Competition Order*, 11 FCC Rcd at
25 15966, ¶939. Accordingly, in the *Arkansas Preemption Order*, the FCC
26 preempted an Arkansas statute that was contrary to the Commission's
27 implementation of Section 251(c)(4)(B), stating:

28
29 In connection with offering to competing carriers a retail service
30 that an incumbent LEC markets to its end-user consumers at a
31 promotional price for longer than 90 days, the second sentence of
32 9(d) allows the incumbent LEC to apply the wholesale discount to

1 the ordinary retail rate, whereas *our rules require the incumbent*
2 *LEC to apply the wholesale discount to the special reduced rate.*²

3 Finally, the rules which the Commission adopted in the *Local*
4 *Competition Order* plainly state that all promotional offerings must be made
5 available for resale, other than those expressly provided for in Section 51.613
6 (cross-class and short term promotions), and that ILECs are prohibited from
7 restricting, limiting or refusing in the first instance to make telecommunications
8 service available for resale. The FCC rules on resale are found in the Code of
9 Feder Regulations (“CFR”) at Title 47 (Telecommunication), Part 51
10 (Interconnection), Subpart G (Resale), sections 51.601 - 51.617. In relevant part,
11 the FCC rules provide:

12 **47 CFR § 51.605 Additional obligations of incumbent local exchange**
13 **carriers.**

14 (a) An incumbent LEC shall ***OFFER*** to any requesting telecommunications
15 **carrier any telecommunications service that the incumbent LEC *OFFERS***
16 **on a retail basis** to subscribers that are not telecommunications carriers for
17 resale at wholesale rates

18 ***

19 (e) Except as provided in §51.613, ***an incumbent LEC shall not impose***
20 ***restrictions on the resale*** by a requesting carrier of telecommunications services
21 offered by the incumbent LEC.

22 **47 C.F.R. § 51.613 Restrictions on resale.**

² *In the Matter of Petitions for Expedited Declaratory Ruling Preempting Arkansas Telecommunications Regulatory Reform Act of 1997 Pursuant to Sections 251, 252, and 253 of the Communications Act of 1934, as amended, Memorandum Opinion and Order, 14 FCC Rcd 21579, ¶47 (rel. Dec. 23, 1999) (“Arkansas Preemption Order”)(footnotes omitted)(emphasis added).*

1 (a) Notwithstanding §51.605(b), the following types of restrictions on resale may
2 be imposed:

3 (1) Cross-class selling. [an ILEC may prohibit CLECs from reselling a
4 promotion to customers at large if the ILEC makes the only to a certain
5 class of customers eligible for the promotin – i.e., if the ILEC’s
6 promotion is directed to residential customers, the CLEC cannot cross
7 sell it to business class customers.]

8 (2) Short term promotions. An incumbent LEC shall apply the wholesale
9 discount to the ordinary rate for a retail service rather than a special
10 promotional rate only if:

11 (i) Such promotions involve rates that will be in effect for no
12 more than 90 days; and

13
14 (ii) The incumbent LEC does not use such promotional offerings
15 to evade the wholesale rate obligation, for example by making
16 available a sequential series of 90-day promotional rates.

17 (b) **With respect to any restrictions on resale not permitted under paragraph**
18 **(a), an incumbent LEC may impose a restriction only if it proves to the state**
19 **commission that the restriction is reasonable and nondiscriminatory.**

20 ***

21 I have added the emphasis placed on the relevant language cited above.

22 **Q. What does the contract between AT&T and dPi say? Something different**
23 **from federal law?**

24 A. No. Actually, the contract clearly states that it is subject to state and federal law,
25 and that AT&T will make available to resellers like dPi the same services AT&T
26 offers at retail. Among other things, the parties’ contract provides in relevant
27 part the following:

28 -- That the parties wish to interconnect “pursuant to Sections 251 and 252
29 of the Act” GTC p.1;

- 1 -- Parity: "When DPI purchases Telecommunications Services from
2 BellSouth pursuant to ... this Agreement for the purposes of resale to End
3 Users, such services shall be be ... subject to the same conditions... that
4 BellSouth provides to its ...End Users." GTC p. 3
- 5 -- Governing Law: "... *this agreement shall be governed by and construed*
6 *in accordance with federal and state substantive telecommunications*
7 *law, including rules and regulations of the FCC....*" GTC p. 15.
- 8 -- Resale Attachment's General Provision sections 3.1: p. 4: "...*Subject to*
9 *effective and applicable FCC and Commission rules* and orders,
10 *BellSouth shall make available to DPI for resale those*
11 *telecommunications services BellSouth makes available...to customers*
12 *who are not telecommunications carriers.*"

13 **Q. As you understand the legal and contractual requirements, has AT&T**
14 **performed consistent with them?**

15 A. No. This case arises because of AT&T's refusal to extend its promotional
16 pricing to dPi. The parties' dispute centers on credits which are due from AT&T
17 to dPi Teleconnect as a result of dPi Teleconnect's reselling of services subject to
18 AT&T promotional discounts. AT&T has over the past months and years sold
19 its retail services at a discount to its end users under various promotions that
20 have lasted for more than 90 days. dPi Teleconnect is entitled to purchase and
21 resell those same services at the promotional rate, less the wholesale discount.
22 As a practical matter, dPi Teleconnect has bought these services at the regular
23 retail rate less the resale discount, then been credited the difference between that
24 rate and the promotional rate pursuant to "promotion credit requests."

25 **Q. What promotions are involved in this case?**

26 A. Of concern in this particular case, AT&T has provided a number of "cash back"

1 promotions to its retail customers going back to late 2003.³

2 **Q. What is the effect of these promotions?**

3 A. AT&T's retail customers qualifying for these promotions get cash (or cash
4 equivalent) back from AT&T in the stated amount. Essentially, these are rebates.
5 Obviously, the practical effect of these promotions is to reduce the effective retail
6 rate qualifying customers pay for telephone service. The size of the promotions
7 is so large that the end result is that the net amount AT&T's retail customers
8 qualifying for the promotions pay for service is far less than the wholesale
9 amount.

10 **Q. How does the "promotion process" work?**

11 A. To understand the dispute, one must understand its origins – namely, AT&T's
12 "promotion process" which, at the time relevant to this case, operated in practice
13 if not by design to enrich AT&T as the expense of its small competitors.

14 At the times relevant to this complaint, AT&T was supposedly "unable"
15 to bill resellers the correct amount (including promotional discounts) for the
16 services they ordered when the order was submitted. However, it was able to bill
17 its retail customers correctly. Also, AT&T/SBC's systems in the midwest and
18 southwest allow one to apply for a promotional credit as a part of the
19 provisioning order, and reject the order if it does not qualify for the promotion.

³ The three promotions involved through July 2007 are designated by AT&T as "Cash Back \$100 1FR with Two Paying Features" (descriptions starting "C2" in dPi's Exhibit 1); "Cash Back \$100 Complete Choice" (descriptions starting "CB" in dPi's Exhibit 1); and "Cash Back \$50 1FR with Two Paying Features"(descriptions starting "C3" in dPi's Exhibit 1).

1 The credit is applied to the price immediately and the discount reflected on the
2 same bill; the CLEC pays no more than what it actually owes for the service from
3 the beginning. So there is no technical reason why CLECs cannot be billed
4 correctly for the service they acquire from AT&T.

5 In contrast, the practical effect of AT&T's "inability" or refusal to bill
6 these charges correctly on the front end in the former BellSouth regions means
7 that AT&T automatically overcharges every reseller for every service the reseller
8 orders that is subject to a promotional discount. Then AT&T shifts the burden
9 on to the reseller to (1) figure out how much AT&T has overcharged the reseller,
10 and (2) dispute AT&T's bills accordingly. If a CLEC is not aware that this is
11 how the system is supposed to work and does not know to apply for these
12 promotions, AT&T retains their money.

13 For those CLECs who generally understand that they must apply for these
14 credits, AT&T's system makes it as difficult as possible for the reseller to dispute
15 the bills to AT&T's satisfaction. First, the credit request must be meticulously
16 documented, listing details of every order for which credit is requested. But
17 getting the data to populate these forms is a Herculean task in itself: it must come
18 from AT&T's billing and ordering data, which AT&T has traditionally provided
19 to resellers only on either a paper bill, or electronically in a "DAB" file, which
20 has data locks built into it, making downloading of the raw data exceptionally
21 difficult. To make matters worse, in dPi's experience next to no one at AT&T
22 can explain how to get the data out of the "DAB" files, because AT&T does not

1 maintain its own data in such files, and its employees simply are not equipped
2 with the knowledge to answer questions about how to unlock its secrets.
3 Figuring out how, as a practical matter, to apply for these credits takes a large
4 amount of resources in time and money. Some CLECs appear to have simply
5 thrown their hands in the air and given up.

6 Next, if a CLEC spends the time and resources to figure out a way to get
7 at their data, and create systems for electronically scouring it to identify those
8 orders that ought to qualify for promotional credits, and write and re-write
9 programs that will populate AT&T's forms (which it changes from time to time
10 as it sees fit), AT&T will examine the requests for credit to see if it will honor
11 them. There is no deadline for AT&T to act on these credit requests. When it
12 finally approves or denies credits – which can take months – it makes no
13 explanation for what credits it accepts, and what credits it rejects, and why. If the
14 credit is rejected, the CLEC has no way of auditing the rejection to see if it is
15 merited or not. If the credit is accepted, AT&T has kept the CLEC's money for
16 months, without interest, before returning it.

17 The system is backwards, failure prone, and grossly inefficient. And at
18 every step of the way, whether consciously designed to that end or not, the
19 system works to enrich AT&T at the CLEC's expense.

20 **Q. What is Steve Watson's company, Lost Key,'s role in this case?**

21 A. dPi has hired Lost Key to apply for promotional credits from AT&T. At any
22 given time, AT&T has a number of promotions going at once. As dPi's agent in

1 this process, Lost Key reviews the data AT&T provides dPi regarding the
2 services AT&T has sold dPi, and calculates which promotions dPi is entitled to
3 under the promotions then in effect. Lost Key then submits requests for
4 promotional credits on dPi's behalf, and AT&T evaluates or audits those requests
5 and issues or denies credit as it sees fit.

6 **Q. What happened when dPi applied for these particular “cash back”**
7 **promotion credits?**

8 A. Although dPi met the same qualifications as AT&T's retail end users, and
9 applied for these promotional credits, it was not initially notified one way or the
10 other that AT&T would pay the credits requested for the periods ending June 8,
11 2007. AT&T has, however, paid the credits requested for service rendered *after*
12 June 2007. The timing appears to coincide with the 4th Circuit's decision in
13 *BellSouth Telecommunications Inc. v. Sanford et al.*, 494 F3d 439 (C.A. 4 –
14 N.C., 2007), in which the 4th Circuit upheld the North Carolina Commission's
15 decision that promotions that tend to reduce the retail price paid by retail
16 customers must be made available to CLECs.

17 Although AT&T initially failed to either deny or accept dPi's promotional
18 credit requests despite multiple inquiries by dPi for the period ending June 2007,
19 by the time this action was filed it seemed unlikely that AT&T would make the
20 promotion payments unless compelled to do so by the judiciary or the state
21 commissions, making the filing of this case necessary. dPi's Brian Bolinger
22 escalated and attempted to resolve this issue with AT&T's Pam Tipton, but

1 according to her, the AT&T/AT&T legal department had instructed her that they
2 do not owe any cash back promotions prior to the date of the appellate court's
3 ruling. Obviously that is not accurate and dPi could not imagine any attorney
4 actually providing that advice. When Brian Bolinger tried to explain the
5 senselessness of that line of thinking, the response he received was "that is just
6 what I am being told."

7 **Q. Was there a deadline for dPi to request these promotion credit requests?**

8 A. I don't know if there ever would be a true "deadline" – AT&T should be
9 charging CLECs the correct price from the start. Allowing AT&T to keep the
10 money it purposefully overcharges CLECs in these situations seems to be bad
11 public policy, tantamount to saying "if you cheat and cover it up long enough,
12 we'll reward you by letting you keep the money." But if there is a deadline, it
13 would be six years under the contract that was in place during the relevant time,
14 which was signed in March 2003, and in place until April 2007.⁴ The contract
15 provides at Section 18 of its Terms and Conditions that the Agreement will be
16 governed federal and state substantive telecommunications law, but in all other
17 respects the "Agreement shall be governed by and construed and enforced in
18 accordance with the laws of the State of Georgia without regard to its conflict of
19 laws principles." In Georgia, the limitations period for a breach of contract is six

⁴ A new, but nearly identical contract, governs the relationship of the parties after April 2007.

1 years. O.C.G.A. section 9-3-24.⁵ Since the earliest bill date at issue in this case
2 is from 2003, this case was filed well within the limitations period.

3 **Q. Has dPi nonetheless waived its right to recover the overpayments that**
4 **BellSouth extracted?**

5 A. No. I'm not sure how this could ever be argued with a straight face. The
6 contract clearly provides at General Terms and Conditions section 17 (16 in the
7 later contract) that "A failure or delay of either Party to enforce any of the
8 provisions... or to require performance of any of the provisions hereof shall in no
9 way be construed to be a waiver of such provisions...."

10 Even if AT&T were to make some sort of equitable argument, i.e., that
11 dPi has "taken too long" to bring these claims, AT&T cannot rely on principles
12 of equity to protect it in this case because AT&T has unclean hands. The
13 conduct which BellSouth seeks to protect is its own inequitable conduct of
14 overcharging dPi for the services at issue. To allow BellSouth to retain these
15 funds would result in its unjust enrichment at the expense of dPi.

16 **Q. How much money in promotions is at stake?**

17 A. Here in Florida, dPi qualified and applied for, but was not paid, approximately
18 \$29,850 in cash back promotions. A spreadsheet itemizing the amounts in
19 question is attached as dPi's Exhibit 1. Through October 2007, dPi qualified and
20 applied for, but has not yet been paid:

21 \$8,100 related to the "Cash Back \$100 Complete Choice" promotion offer;

⁵ The contract governing claims arising after April 2007 has a 12 month limitations period.

1 \$8,900 related to the “Cash Back \$100 1FR with Two Paying Features”
2 promotion offer; and
3 \$12,850 related to the “Cash Back \$50 1FR with Two Paying Features”
4 promotion offer.

5 Across the 9 state AT&T region, the total figure that dPi qualified and applied
6 for, but was not paid, in cash back promotion credits was approximately
7 \$499,600.

8 **Q. Has AT&T paid any requests for cash back promotions?**

9 A. Yes. AT&T has admitted dPi is entitled to these kinds of promotional credits on
10 these telecommunications services dPi has purchased from AT&T by paying
11 these credits from July 2007 forward. dPi accordingly requests that this
12 Commission enter an order directing AT&T to pay the credits together with
13 interest at the contract rate.

14 **Q. Does this conclude your direct testimony?**

15 A. Yes, it does.

EXHIBIT 1

**SPREADSHEET SHOWING
CASHBACK PROMOTION AMOUNTS
OWED TO dPi TELECONNECT, LLC**

State	Amount of Cashbacks Filed	Cashback Type	Description
AL	\$ 24,850.00	CB = \$100 Cash Back Offer	Complete Choice or Preferred Pack
MS	\$ 7,000.00	C2 = \$100 1FR + 2 Cash Back Offer	1FR with 2 Paying Features
FL	\$ 29,850.00	C3 = \$50 1FR + 2 Cash Back Offer	1FR with 2 Paying Features
LA	\$ 26,800.00	CB-P6 = \$50 to \$25 Bellsouth Competitive Acquisition 2 Pack Bundle	PAMA6
KY	\$ 39,000.00		
TN	\$ 99,350.00		
NC	\$ 168,900.00		
GA	\$ 18,500.00		
SC	\$ 85,350.00		
	\$ 499,600.00		

ILEC	Company	Bill Date	Amount Submitted	Description	Q Account
BellSouth	DPI Teleconnect	12/08/2003	\$ 100.00	C2-FL-305-20031208	305Q888437
BellSouth	DPI Teleconnect	11/08/2003	\$ 200.00	C2-FL-561-20031108	561Q888437
BellSouth	DPI Teleconnect	12/08/2003	\$ 400.00	C2-FL-561-20031208	561Q888437
BellSouth	DPI Teleconnect	01/08/2004	\$ 400.00	C2-FL-561-20040108	561Q888437
BellSouth	DPI Teleconnect	01/08/2005	\$ 100.00	C2-FL-561-20050108	561Q888437
BellSouth	DPI Teleconnect	02/08/2005	\$ 100.00	C2-FL-561-20050208	561Q888437
BellSouth	DPI Teleconnect	03/08/2005	\$ 100.00	C2-FL-561-20050308	561Q888437
BellSouth	DPI Teleconnect	04/08/2005	\$ 100.00	C2-FL-561-20050408	561Q888437
BellSouth	DPI Teleconnect	11/08/2003	\$ 1,000.00	C2-FL-904-20031108	904Q888437
BellSouth	DPI Teleconnect	12/08/2003	\$ 800.00	C2-FL-904-20031208	904Q888437
BellSouth	DPI Teleconnect	01/08/2004	\$ 1,400.00	C2-FL-904-20040108	904Q888437
BellSouth	DPI Teleconnect	01/08/2005	\$ 700.00	C2-FL-904-20050108	904Q888437
BellSouth	DPI Teleconnect	02/08/2005	\$ 1,400.00	C2-FL-904-20050208	904Q888437
BellSouth	DPI Teleconnect	03/08/2005	\$ 1,500.00	C2-FL-904-20050308	904Q888437
BellSouth	DPI Teleconnect	04/08/2005	\$ 600.00	C2-FL-904-20050408	904Q888437

\$ 8,900.00 Total C2 Promotions

BellSouth	DPI Teleconnect	02/08/2006	\$ 150.00	C3-FL-305-20060208	305Q888437
BellSouth	DPI Teleconnect	07/08/2006	\$ 100.00	C3-FL-305-20060708	305Q888437
BellSouth	DPI Teleconnect	08/08/2006	\$ 150.00	C3-FL-305-20060808	305Q888437
BellSouth	DPI Teleconnect	09/08/2006	\$ 200.00	C3-FL-305-20060908	305Q888437
BellSouth	DPI Teleconnect	10/08/2006	\$ 150.00	C3-FL-305-20061008	305Q888437
BellSouth	DPI Teleconnect	11/08/2006	\$ 50.00	C3-FL-305-20061108	305Q888437
BellSouth	DPI Teleconnect	04/08/2005	\$ 50.00	C3-FL-561-20050408	561Q888437
BellSouth	DPI Teleconnect	01/08/2006	\$ 100.00	C3-FL-561-20060108	561Q888437
BellSouth	DPI Teleconnect	02/08/2006	\$ 200.00	C3-FL-561-20060208	561Q888437
BellSouth	DPI Teleconnect	03/08/2006	\$ 100.00	C3-FL-561-20060308	561Q888437
BellSouth	DPI Teleconnect	04/08/2006	\$ 250.00	C3-FL-561-20060408	561Q888437
BellSouth	DPI Teleconnect	06/08/2006	\$ 200.00	C3-FL-561-20060608	561Q888437
BellSouth	DPI Teleconnect	07/08/2006	\$ 250.00	C3-FL-561-20060708	561Q888437
BellSouth	DPI Teleconnect	08/08/2006	\$ 450.00	C3-FL-561-20060808	561Q888437
BellSouth	DPI Teleconnect	09/08/2006	\$ 250.00	C3-FL-561-20060908	561Q888437
BellSouth	DPI Teleconnect	10/08/2006	\$ 400.00	C3-FL-561-20061008	561Q888437
BellSouth	DPI Teleconnect	11/08/2006	\$ 500.00	C3-FL-561-20061108	561Q888437
BellSouth	DPI Teleconnect	12/08/2006	\$ 300.00	C3-FL-561-20061208	561Q888437
BellSouth	DPI Teleconnect	04/08/2005	\$ 400.00	C3-FL-904-20050408	904Q888437
BellSouth	DPI Teleconnect	01/08/2006	\$ 250.00	C3-FL-904-20060108	904Q888437

ILEC	Company	Bill Date	Amount Submitted	Description	Q Account
BellSouth	DPI Teleconnect	02/08/2006	\$ 950.00	C3-FL-904-20060208	904Q888437
BellSouth	DPI Teleconnect	03/08/2006	\$ 400.00	C3-FL-904-20060308	904Q888437
BellSouth	DPI Teleconnect	04/08/2006	\$ 300.00	C3-FL-904-20060408	904Q888437
BellSouth	DPI Teleconnect	05/08/2006	\$ 250.00	C3-FL-904-20060508	904Q888437
BellSouth	DPI Teleconnect	06/08/2006	\$ 250.00	C3-FL-904-20060608	904Q888437
BellSouth	DPI Teleconnect	07/08/2006	\$ 400.00	C3-FL-904-20060708	904Q888437
BellSouth	DPI Teleconnect	08/08/2006	\$ 750.00	C3-FL-904-20060808	904Q888437
BellSouth	DPI Teleconnect	09/08/2006	\$ 1,650.00	C3-FL-904-20060908	904Q888437
BellSouth	DPI Teleconnect	10/08/2006	\$ 1,150.00	C3-FL-904-20061008	904Q888437
BellSouth	DPI Teleconnect	11/08/2006	\$ 1,250.00	C3-FL-904-20061108	904Q888437
BellSouth	DPI Teleconnect	12/08/2006	\$ 1,000.00	C3-FL-904-20061208	904Q888437

\$ 12,850.00 Total C3 Promotions

BellSouth	DPI Teleconnect	04/08/2007	\$ 150.00	CB-FL-305-20070408	305Q888437
BellSouth	DPI Teleconnect	05/08/2007	\$ 100.00	CB-FL-305-20070508	305Q888437
BellSouth	DPI Teleconnect	06/08/2007	\$ 50.00	CB-FL-305-20070608	305Q888437
BellSouth	DPI Teleconnect	07/08/2007	\$ 200.00	CB-FL-305-20070708	305Q888437
BellSouth	DPI Teleconnect	04/08/2007	\$ 450.00	CB-FL-561-20070408	561Q888437
BellSouth	DPI Teleconnect	05/08/2007	\$ 400.00	CB-FL-561-20070508	561Q888437
BellSouth	DPI Teleconnect	06/08/2007	\$ 450.00	CB-FL-561-20070608	561Q888437
BellSouth	DPI Teleconnect	07/08/2007	\$ 600.00	CB-FL-561-20070708	561Q888437
BellSouth	DPI Teleconnect	07/08/2004	\$ 100.00	CB-FL-904-20040708	904Q888437
BellSouth	DPI Teleconnect	09/08/2004	\$ 100.00	CB-FL-904-20040908	904Q888437
BellSouth	DPI Teleconnect	02/08/2005	\$ 100.00	CB-FL-904-20050208	904Q888437
BellSouth	DPI Teleconnect	04/08/2007	\$ 950.00	CB-FL-904-20070408	904Q888437
BellSouth	DPI Teleconnect	05/08/2007	\$ 1,150.00	CB-FL-904-20070508	904Q888437
BellSouth	DPI Teleconnect	06/08/2007	\$ 1,500.00	CB-FL-904-20070608	904Q888437
BellSouth	DPI Teleconnect	07/08/2007	\$ 1,800.00	CB-FL-904-20070708	904Q888437

\$ 8,100.00 Total CB Promotions

\$ 29,850.00 Total FL Cashbacks

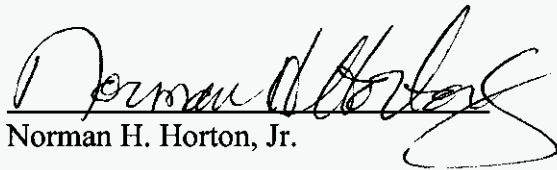
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by U.S. Mail this 15th day of September, 2009.

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