

Diamond Williams

100021-TP

From: nicki.garcia@akerman.com
Sent: Thursday, July 01, 2010 4:46 PM
To: Filings@psc.state.fl.us
Cc: Charles Murphy; mg2708@att.com; th9467@att.com; paul.guarisco@phelps.com; jimdry@newphone.com; matthew.feil@akerman.com; ke2722@att.com; hwalker@babco.com; eheard@lifeconnex.net; legal@telecomgroup.com
Subject: Electronic Filing - Docket No. 100021-TP
Attachments: 20100701163946345.pdf

Attached is an electronic filing for the docket referenced below. If you have any questions, please contact either Matt Feil or Nicki Garcia at the numbers below. Thank you.

Person Responsible for Filing:

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 matt.feil@akerman.com

Docket No. and Name: Docket No. 100021 -TP - In Re: Complaint of BellSouth Telecommunications, Inc., d/b/a AT&T Florida Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC

Filed on behalf of: LifeConnex Telecom, LLC

Total Number of Pages: 17

Description of Documents: Request for Emergency Relief

Nicki Garcia

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July 1, 2010

VIA ELECTRONIC FILING

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

**Re: Docket 100021-TP – Complaint of BellSouth Telecommunications, Inc., d/b/a AT&T
Florida Against LifeConnex Telecom, LLC f/k/a Swiftel, LLC**

Dear Ms. Cole:

Attached for filing in the referenced Docket, please find LifeConnex Telecom, LLC's Request for Emergency Relief.

Your assistance in this matter is greatly appreciated. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Matthew Feil

Attachments

DOCUMENT NUMBER-DATA

05441 JUL-10

FPSC-COMMISSION CLERK

STATE OF FLORIDA
PUBLIC SERVICE COMMISSION

In Re: Complaint of BellSouth Telecomm-)
unications, Inc., d/b/a AT&T Florida)
Against LifeConnex Telecom, LLC f/k/a)
Swiftel, LLC)
_____)

Docket No. 100021-TP
Filed: July 1, 2010

REQUEST FOR EMERGENCY RELIEF

LifeConnex Telecom, Inc. (f/k/a Swiftel) ("LifeConnex") files this Request for Expedited Relief asking that the Florida Public Service Commission prohibit BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") from suspending, discontinuing, terminating or otherwise disrupting LifeConnex's service in Florida pending resolution of the disputed matters in this docket.

AT&T improperly seeks to disrupt LifeConnex's service for nonpayment of bills which are the subject of dispute in this docket, a proceeding which the Commission ordered held in abeyance on June 18, 2010. In support of this Request for Emergency Relief ("Request"), LifeConnex states as follows:

BACKGROUND

1. LifeConnex is a local exchange telephone company providing service to over 2,000 subscribers in Florida, the majority of whom are low income, residential customers. As of June 24, 2010, LifeConnex' customer count in Florida was 2,519.
2. LifeConnex resells the services of AT&T. As a reseller, LifeConnex is entitled under federal law to receive from AT&T the same "cash back" credits and promotional discounts that AT&T gives to its own retail customers. To keep track of these credits, LifeConnex has hired a billing firm, *i.e.*, Lost Key Telecom, Inc. ("Lost Key"), which works closely with AT&T's

billing and collection department to insure that all monthly claims for promotional credits are correctly and promptly applied and that LifeConnex remains current on its bills. ¹

3. On January 8, 2010, AT&T filed a Complaint and Petition for Relief ("AT&T Complaint") against LifeConnex that was assigned Docket No. 100021-TP. AT&T's Complaint pertains to amounts which AT&T claims that LifeConnex owes AT&T relating to resold service in the State of Florida. Specifically, AT&T alleges LifeConnex breached the parties' interconnection agreement ("ICA") by failing to pay past due balances. In its Answer, LifeConnex disputes the amounts AT&T claims are due and owing. The crux of the dispute between AT&T and LifeConnex is whether (1) AT&T has complied with applicable law and the ICA by applying the resale discount approved by the Florida Public Service Commission to the cash back component of various promotional offers that AT&T Florida makes available for resale, and (2) whether AT&T's customer referral marketing promotions (such as the "word-of-mouth" promotion) are subject to resale. In the AT&T Complaint, AT&T's requested relief includes a finding that LifeConnex breached the ICA by withholding amounts AT&T alleges are due, a finding that LifeConnex is liable to AT&T for all amounts withheld, and an order requiring LifeConnex to pay the amounts withheld,²

4. Also on January 8, 2010, AT&T filed a similar Complaint and Petition with the Commission against Image Access, Inc d/b/a NewPhone. That case was assigned Docket No. 100022-TP.

¹ AT&T claims that LifeConnex owes AT&T more than \$1.4 million dollars in Florida. LifeConnex, on the other hand, submits that if all pending disputes are resolved in favor of LifeConnex, AT&T would owe money to LifeConnex. Working with Lost Key, LifeConnex is now in the process of breaking down these amounts into categories and will file that information with the Commission as soon as it is available.

² AT&T Complaint at pp 8 – 9.

5. By Joint Motion on Procedural Issues filed May 13, 2010, in both the LifeConnex and NewPhone Dockets, AT&T, NewPhone and LifeConnex requested that the Commission:

Convene a consolidated proceeding to which AT&T and the seven respondents would be parties to resolve the following issues:

- (a) how cash back credits to resellers should be calculated;
- (b) whether the word-of-mouth promotion is available for resale and if so, how the credits to resellers should be calculated; and
- (c) how credits to resellers for waiver of the line connection charge should be calculated.

The Joint Motion on Procedural Issues continued, "Once the Commission has issued an order resolving the issues in the Consolidated Phase, the Parties will work in good faith to address or, if necessary, request the Commission to resolve, all remaining unresolved claims and counterclaims related to the Consolidated Phase and determine what, if any, dollar amounts are owed or credits due each Party."

6. By Joint Motion on Procedural Schedule, filed June 15, 2010, in both the LifeConnex and NewPhone Dockets, the parties proposed to proceed to hearings in Alabama, Louisiana, North Carolina and South Carolina on a stipulated schedule and also proposed that the proceedings in five other states, including Florida, would be held in abeyance,³ By Order No. PSC-10-0402-PCO-TP, issued June 18, 2010, the Chairman and Presiding Officer ordered the two dockets be held in abeyance pending resolution and reporting on the other state cases or a persuasive motion to resume the dockets. Order Holding Dockets in Abeyance, p. 2.

7. On June 21, 2010, three days after issuance of the Chair's Order Holding Dockets in Abeyance, AT&T filed in the LifeConnex Docket a Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement ("June 21 Notice") wherein AT&T threatens

³ Among other things, the motion also stated, "The Parties agree to hold in abeyance any applicable time limits or other procedural rights which are inconsistent with this joint request."

LifeConnex with immediate disruption of service. (AT&T's June 21 Notice is attached hereto as "Exhibit A.") Specifically, the June 21 Notice states that if LifeConnex does not pay alleged past due balances (a balance still disputed by LifeConnex but which AT&T reports at \$1.4M, or \$325,000 higher than the amount shown in the AT&T Complaint), by **July 6, 2010**, AT&T would take further action, including suspension of services and, if still not paid by **July 21**, AT&T would take further action, including discontinuance or termination.. **Because of the looming dates threatened by AT&T, LifeConnex requests emergency relief from the Commission.**

8. While the LifeConnex Docket is pending and prior to resolution of the matters at issue in the Consolidated Phase of the LifeConnex and NewPhone Dockets, LifeConnex asks that the Commission order AT&T not to disrupt, suspend or otherwise interfere with LifeConnex's service, including LifeConnex's ability to order and ability to serve its customers. The primary issues in dispute between the parties are pending and concern the very billings AT&T addresses in its June 21 Notice. The parties agreed that the issues identified above would be resolved in the Consolidated Phase of proceedings, and then, the parties would, "[w]ork in good faith to address all remaining unresolved claims and counterclaims...and to determine what, if any, dollar amounts are owed or credits due each party." Moreover, as discussed further below, the parties agreed that the proceedings would be held in abeyance, and the Commission ordered an abeyance.

9. Until now, both AT&T and LifeConnex have, consistent with the Joint Motions filed with this Commission, "work[ed] in good faith" toward resolution of all disputed claims and a final determination of the dollar amounts due to each party. LifeConnex has agreed to an expedited schedule which will bring these disputed issues to hearing in four states later this year.

Meanwhile, LifeConnex has been deducting from its bill claims for promotional credits and disputed charges -- without any objection from AT&T -- since October, 2007.⁴ Even now, executives from AT&T and LifeConnex have been engaged in extensive discussions over the last two months to resolve various issues between the parties. Despite those discussions, despite LifeConnex's agreement to expedite the resolution of the pending complaints in four states, despite AT&T's agreement and the Commission's order that the Florida docket be held in abeyance and despite AT&T's acquiescence for a period of nearly three years in LifeConnex's practice of paying AT&T the net amounts due each month, AT&T now threatens to disrupt service to LifeConnex, a small CLEC with over two thousand, low income Florida customers. AT&T threatens to do this rather than wait for the abeyance to which it had just agreed, and which the Commission had just approved, to run its course. LifeConnex believes AT&T's threats are contrary to the letter and spirit of the abeyance.

PARTIES

10. LifeConnex is a competitive local exchange provider authorized to offer telecommunications services in Florida, per CLEC Certificate No. 8682. LifeConnex's address is 6095 N. Wickham Road, Suite 403, Melbourne, Florida 32940.

⁴ Many CLECs, if not most CLECs, in the former BellSouth region, have ICAs which allow the CLEC to withhold payments of disputed amounts until the disputes are resolved. LifeConnex does not currently have such language in its own ICA. LifeConnex primarily resells promotional offerings tied to the sale of residential telephone service, such as AT&T's "\$50 cash back" promotion. (The pending complaints address, inter alia, whether the reseller is entitled to a \$50 rebate or, as AT&T claims, a credit of only \$40.) AT&T has acknowledged that AT&T has had difficulty keeping up with the large number of claims for promotional credits and disputes filed by LifeConnex and the other resellers. Consequently, the resellers, including LifeConnex, typically deduct from their monthly bills all pending claims for promotional credits and disputes and pay only the net amounts owed. Although LifeConnex ICA language may differ, AT&T has, until now, treated all resale carriers like LifeConnex the same, allowing them to pay the net amounts owed. AT&T, in fact, informed the Alabama Commission just last year that AT&T would agree to accept from LifeConnex (then called "Swiftel") a security deposit equal to two months of "net bills," pending the resolution of a complaint filed by LifeConnex over the proper deposit amount. See Alabama Docket No. 31156, Answer of BellSouth, paragraph 9.

11. AT&T is a Georgia corporation authorized to do business in Florida as an incumbent local exchange provider. AT&T's address is 675 West Peachtree Street, Suite 4300, Atlanta, Georgia 30375.

12. The person authorized to received notices, pleadings and other communications regarding this Request for Emergency Relief is:

Matthew Feil
Akerman Senterfitt
106 E. College Avenue
12th Floor
Tallahassee, FL 32301
850-224-9634

JURISDICTION

13. The Florida Public Service Commission has jurisdiction over this matter pursuant to Section 252 of the federal Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §252, Section 8 of the "General Terms and Conditions" of the parties' interconnection agreement, and Sections 364.01 and 364.162(1), Florida Statutes. Further, the Commission has authority to interpret and enforce its own orders, such as in this docket, the Order Holding Dockets in Abeyance.

DISCUSSION AND ARGUMENT

14. LifeConnex offers prepaid, local telephone service to over two thousand residential customers in Florida. Nearly all of these customers are eligible for subsidized ("Lifeline") service. LifeConnex purchases residential services from AT&T at the discounted, wholesale rate established by the state commissions and resells that service to its customers.

15. As a reseller, LifeConnex is entitled under federal law to receive the benefit of certain promotional credits and discounts offered from time-to-time by AT&T. Those promotional credits and discounts include such programs as offering cash payments to new customers and waiving the customer's initial connection charge.

16. LifeConnex contracts with Lost Key to monitor LifeConnex's wholesale bills and to file requests for promotional credits and, when necessary, billing disputes. Lost Key tracks these claims and meets regularly with representatives of AT&T to calculate what monies, if any, are owed AT&T each month after promotional credits and other disputes are deducted from LifeConnex's monthly bill. Based on the figures determined from these ongoing discussions between Lost Key and AT&T, LifeConnex pays AT&T each month the net amount due.

17. Because of the high turnover rate among LifeConnex's customers and the application of various sales promotions offered by AT&T, the promotional credits and related disputes filed by Lost Key on behalf of LifeConnex offset much of the amount of new charges billed to LifeConnex by AT&T. LifeConnex has timely paid AT&T's bills, net of disputes. The amounts not paid (i.e., netted out as disputes) appear large because the disputes can be significant on a per line basis. Further, the disputes began in 2008, and contributing to the total is the fact that years have passed before AT&T brought this matter to the Commission for resolution of the disputes.

18. AT&T's June 21 Notice states, "AT&T Florida acknowledges that it has denied a number of LifeConnex's requests for bill credits for various promotional offerings and that LifeConnex has disputed certain of those denials." By and large, these are the very issues to be addressed in the Consolidated Phase of this docket – the issues held in abeyance by agreement of the parties and affirmed by Commission order. AT&T, however, seeks to require LifeConnex to

pay AT&T more than \$1.4 million for resold service in the State of Florida pursuant to a provision, *i.e.*, § 1.4., of the ICA between AT&T and LifeConnex, that states that LifeConnex will make payments to AT&T for all services billed, including disputed amounts. LifeConnex contends, however, that AT&T's claim of an amount in excess of \$1.4 million to be paid by LifeConnex does not reflect a good faith calculation or determination of any amount owed AT&T by LifeConnex, and that requiring payment of such amount prior to determination of the matters at issue in this docket is contrary to the letter and spirit of the Order Holding Dockets in Abeyance.

19. Notwithstanding the wording of § 1.4 of the ICA between AT&T and LifeConnex, AT&T has not heretofore required that LifeConnex pay disputed amounts.

20. Moreover, AT&T's suspension or termination of service to LifeConnex in the State of Florida would leave more than 2,000 subscribers, many of whom are lifeline eligible, without service or, if ordering is suspended, render LifeConnex unable to change, add or move the services of those customers or add new customers. AT&T's proposed action would significantly impair LifeConnex, a small business providing a valued service to low income customers in a recession economy.

21. As stated above, AT&T's June 21 Notice is inconsistent with the letter and spirit of the agreed and ordered abeyance. The Commission's order holding "the dockets" in abeyance and AT&T's agreement to hold "the proceedings" in abeyance *per se* encompass abeyance of the relief requested in AT&T's Complaint. AT&T requested determinations of LifeConnex's liability for the disputed billings. This cannot be reconciled with AT&T's June 21 Notice to disrupt LifeConnex service because the June 21 Notice is based primarily on the very liability (alleged) which AT&T agreed and the Commission ordered would not be adjudicated during the

abeyance period. Further, in the Joint Motion on Procedural Issues filed May 15, the parties agreed that at the conclusion of the hearings in the Consolidated Phase they would work in good faith to, among other things, determine what, if any disputed dollar amounts were owed or due to be credited.

22. AT&T made no mention of a plan to file the June 21 Notice or disrupt LifeConnex services during the parties' negotiations to consolidate and coordinate the adjudication of disputed issues (which eventually culminated in the Joint Motions filed on May 13 and June 15) or in any of the parties' business discussions. Certainly, it would have made little sense for LifeConnex to agree to the Joint Motions and to the Florida abeyance if AT&T could suddenly reverse course and threaten LifeConnex with service disruption while the disputes were pending and the docket was held abeyance. The June 21 Notice turns the charted course for the case on its head.

23. To the extent necessary for the Commission to order the relief LifeConnex requests, LifeConnex states that it is unaware of any disputed issue of fact which was not already identified as such in the prior AT&T and LifeConnex pleadings held in abeyance by the Order Holding Dockets in Abeyance. Such issues would include amounts owed or credits due between the parties. AT&T's claim of "financial risk" is largely a function/fallout of those issues held in abeyance. LifeConnex maintains that the parties' course of conduct regarding billing and payment should not be in dispute -- indeed AT&T's Complaint bears out such facts -- and the ICA speaks for itself. The impact AT&T's threatened action would have on LifeConnex should be self-evident. The AT&T threat leaves LifeConnex a Hobson's choice: pay AT&T over \$1.4M in dispute, which would significantly impair LifeConnex's business, or have AT&T disrupt or terminate service, which would significantly impair LifeConnex's business and leave

its customers without a carrier or adequate transition for an alternative carrier. LifeConnex reserves the right to identify disputed issues of fact should any responsive AT&T pleading or Commission inquiry necessitate that LifeConnex do so.

EMERGENCY, RELIEF SOUGHT

24. Under Section 8 of the "General Terms and Conditions" of the parties' interconnection agreement, either party may ask the Commission to resolve any dispute "as to the proper implementation of this Agreement." AT&T's demand for payment is inconsistent with AT&T's practices heretofore, inconsistent with the letter and spirit of the Order Holding Dockets in Abeyance, does not reflect AT&T's financial risk, and jeopardizes service to over 2,000 subscribers.

25. LifeConnex asks that the Commission order AT&T to take no actions to suspend or otherwise interfere with LifeConnex's service to its customers pending a final determination by the Commission in the Consolidated Phase of this Docket. LifeConnex is entitled to the relief requested, and the Commission is empowered to grant the relief requested, on the authority of the Commission's Order Holding Dockets in Abeyance, the Commission's power to interpret and enforce interconnection agreements, and the Commission's powers under Section 364.01, Florida Statutes, to protect the public interest, ensure fair competition and prevent anti-competitive behavior.

26. LifeConnex further requests such relief as the Commission finds appropriate.

LifeConnex's Request for Emergency Relief
July 1, 2010

WHEREFORE, LifeConnex requests the relief sought herein be granted.

Respectfully submitted this 1st day of July, 2010.

A handwritten signature in black ink, appearing to read "Matthew Feil", written over a horizontal line.

Matthew Feil, Esq.
Akerman Senterfitt
106 East College Avenue, Suite 1200
Tallahassee, FL 32301
(850) 425-1614

Attorney for LifeConnex Telecom, LLC



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

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

Should you fail to make payment of \$1,431,372 by July 6, 2010, AT&T Florida will take further action pursuant to our ICA, including without limitation Suspension, as provided in Section 1.5, *et seq.*, of Attachment 7, Billing, to our ICA.

In addition, should you fail to make payment of all past due charges for these Resale services on or before July 21, 2010, including all charges for Resale services that become past due before that date, AT&T Florida will take further action, including without limitation Discontinuance and/or Termination, as provided in Section 1.5, *et seq.*, of Attachment 7, Billing, to our ICA.

If you have questions, please contact me directly at (205) 970-5337.

Sincerely,

Ann Mason
Manager
AT&T Credit & Collections

Attachments (2)

USA

DOCUMENT NUMBER DATE

05441 JUL-10

FPSC-DOMINION CLEAR

Attachment A

LifeConnex Telecom, LLC f/k/a Swiftel, LLC

State	Balance Forward minus				Current Charges	Late Payment Charges (not included in Col F)	Amount Due
	Balance Forward	Payments	Adjustments	(Payments + Adjustments) Col B - Col C + Col D			
Florida	(Bill Account Numbers: 305000898998, 361000898998, and 904000898998, all with 20th bill dates)						
Apr-08	\$ 60,750	\$ (750)	\$ (13,981)	\$ 46,019	\$ 34,743	\$ 15	\$ 80,777
May-08	\$ 80,777	\$ -	\$ (1,079)	\$ 79,697	\$ 29,628	\$ 31	\$ 109,356
Jun-08	\$ 109,356	\$ -	\$ (76,422)	\$ 32,933	\$ 31,077	\$ -	\$ 64,010
Jul-08	\$ 64,010	\$ -	\$ (16,317)	\$ 47,693	\$ 28,244	\$ 16	\$ 75,953
Aug-08	\$ 75,953	\$ (1,716)	\$ (13,663)	\$ 60,573	\$ 17,001	\$ 31	\$ 77,605
Sep-08	\$ 77,605	\$ (13)	\$ (292)	\$ 77,301	\$ 21,284	\$ 29	\$ 98,614
Oct-08	\$ 98,614	\$ (1,500)	\$ (11,456)	\$ 85,658	\$ 21,543	\$ 31	\$ 107,232
Nov-08	\$ 107,232	\$ -	\$ (6,446)	\$ 100,786	\$ 16,873	\$ 29	\$ 117,688
Dec-08	\$ 117,688	\$ -	\$ (21,636)	\$ 96,051	\$ 17,403	\$ 29	\$ 113,483
Jan-09	\$ 113,483	\$ -	\$ (2,982)	\$ 110,503	\$ 25,213	\$ 15	\$ 135,731
Feb-09	\$ 135,731	\$ -	\$ (31,665)	\$ 104,065	\$ 51,672	\$ 16	\$ 155,753
Mar-09	\$ 155,753	\$ -	\$ (243)	\$ 155,510	\$ 78,761	\$ 14	\$ 234,285
Apr-09	\$ 234,285	\$ (20)	\$ (56,082)	\$ 178,183	\$ 77,989	\$ 45	\$ 256,217
May-09	\$ 256,217	\$ -	\$ (74,410)	\$ 181,807	\$ 92,977	\$ 44	\$ 274,828
Jun-09	\$ 274,828	\$ (15)	\$ (15,458)	\$ 259,355	\$ 110,164	\$ 46	\$ 369,566
Jul-09	\$ 369,566	\$ -	\$ (88,955)	\$ 280,611	\$ 151,839	\$ 44	\$ 432,494
Aug-09	\$ 432,494	\$ (27)	\$ (87,324)	\$ 345,145	\$ 238,219	\$ 46	\$ 583,410
Sep-09	\$ 583,410	\$ (55)	\$ (60,981)	\$ 522,372	\$ 285,143	\$ 47	\$ 807,562
Oct-09	\$ 807,562	\$ (170)	\$ 73	\$ 807,465	\$ 336,366	\$ 45	\$ 1,143,876
Nov-09	\$ 1,143,876	\$ (35)	\$ (204,184)	\$ 939,656	\$ 339,687	\$ 45	\$ 1,279,388
Dec-09	\$ 1,279,388	\$ (90)	\$ (315,646)	\$ 963,653	\$ 225,939	\$ 45	\$ 1,189,637
Jan-10	\$ 1,189,637	\$ (54)	\$ (28,452)	\$ 1,161,130	\$ 151,504	\$ 45	\$ 1,312,679
Feb-10	\$ 1,312,679	\$ (50)	\$ (177,345)	\$ 1,135,283	\$ 118,731	\$ 46	\$ 1,254,060
Mar-10	\$ 1,254,060	\$ (9,130)	\$ (69,730)	\$ 1,175,199	\$ 98,944	\$ 46	\$ 1,274,189
Apr-10	\$ 1,274,189	\$ -	\$ (10,605)	\$ 1,263,584	\$ 95,213	\$ 45	\$ 1,358,842
May-10	\$ 1,358,842	\$ (6,000)	\$ 130	\$ 1,352,972	\$ 78,400	\$ -	\$ 1,431,372
Totals	4/08 - 5/10	\$ (19,625)	\$ (1,385,151)	\$ 2,774,557	\$ 845		
6 Month Totals		\$ (15,324)	\$ (601,648)	\$ 768,731	\$ 227		

ATTACHMENT B

Lifeconnex Telecom, Inc. f/k/a SwifTel, L.L.C.

State: **Florida**

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

2009

2010

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1,081	2,184	3,178	4,004	4,077	5,281	7,438	9,892	12,720	14,579	15,900	7,721	5,804	5,692	4,887	4,264	3,641

AT&T Proprietary (Restricted) – Authorized Individuals Only

Customer Proprietary Information

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon the following by email, and/or U.S. Mail this 1st day of July, 2010.

<p>Charles Murphy, Esq. Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 cmurphy@psc.state.fl.us</p>	<p>E. Earl Edenfield, Jr. Tracy W. Hatch Manuel A. Guardian AT&T Florida c/o Gregory R. Follensbee 150 South Monroe Street Suite 400 Tallahassee, FL 32301 ke2722@att.com mg2708@att.com th9467@att.com</p>
<p>Henry M. Walker, Esq. Bradley Arant Boult Cummings, LLP 1600 Division Street Suite 700 Nashville, TN 37203 hwalker@babc.com</p>	<p>Chris Sutch Associated Telecom Management Svcs, LLC 6095 North Wickham Road Suite 403 Melbourne, FL 32940-7553 legal@telecomgroup.com</p>

By: 
Matthew Feil, Esq.