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December 20, 2010

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COMMISSION
CLERK

Ms. Ann Cole
Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No. 100414-TX: Application for Certificate to Provide
Competitive Local Exchange Telecommunications Service by
Capital Communications Consultants, Inc.**

**Docket No. 100416-TI: Acknowledgement of Registration as
Intrastate Interexchange Telecommunications Company by Capital
Communications Consultants, Inc.**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's
Objection to Capital's Application for a CLEC Certificate, which we ask that you file
in the captioned dockets.

Copies have been served to the Parties shown on the attached Certificate of
Service list.

Sincerely,

Manuel A. Gurdian

- COM cc: Parties of Record
- APA Jerry D. Hendrix
- ECR Gregory R. Follensbee
- GCL E. Earl Edenfield, Jr.
- RAD
- SSC
- ADM
- OPC
- CLK

CERTIFICATE OF SERVICE
Docket No. 100414-TX and 100416-TI

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 20th day of December, 2010 to the following:

Victor McKay
General Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No.: (850) 413-6098
vmckay@psc.state.fl.us

Capital Communications Consultants, Inc.
Bryan Michael
7320 Old Clinton Highway, Suite 10
Knoxville, TN 37921-1064
Tel. No.: (901) 596-7610
FAX: (866) 422-5386
info@capcomphone.com

Lance J.M. Steinhart, P.C.
Lance J.M. Steinhart
1720 Windward Concourse, Suite 115
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Fax No.: 770-232-9208
lsteinhart@telecomcounsel.com



Manuel A. Gurdian

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Certificate to Provide Competitive) Docket No. 100414-TX
Local Exchange Telecommunications Service by Capital)
Communications Consultants, Inc.)

In re: Acknowledgement of Registration as Intrastate) Docket No. 100416-TI
Interexchange Telecommunications Company by)
Capital Communications Consultants, Inc.) Filed: December 20, 2010

**AT&T FLORIDA’S OBJECTION TO CAPITAL’S APPLICATION
FOR A CLEC CERTIFICATE**

BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T Florida”) submits this Objection to Capital Communications Consultants, Inc.’s (“Capital”) Application for Certificate to provide Competitive Local Exchange Service (“Application”) in the State of Florida. The Florida Public Service Commission (“Commission”) should deny the Application because Capital does not have “sufficient technical, financial, and managerial capability” pursuant to Florida Statutes § 364.337 to provide competitive local exchange service in Florida for three reasons, each of which, standing alone, require denial of Capital’s Application. First, Capital does not have sufficient managerial and technical capability as Capital’s management has no telecommunications experience managing, operating or working at a telecommunications company. Second, Capital does not have sufficient financial capability as Capital’s purported assets are woefully inadequate to provide multi-state telecommunications services in eight states in the Southeast region. Third, Capital does not have sufficient managerial capability as Capital’s management has filed inconsistent and/or inaccurate representations as to its officers and ownership with various state commissions. Moreover, the Commission should not allow Capital to continue to operate as an IXC in the state of Florida as it would not be in the public

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interest.¹ In the alternative, the Commission should thoroughly investigate Capital prior to issuance of a certificate in Docket No. 100414-TX or an acknowledgement memorandum in Docket No. 100416-TI. In support thereof, AT&T Florida states as follows:

PARTIES

1. The name and address of the affected agency is the Florida Public Service Commission (“Commission”), 2540 Shumard Oak Blvd., Tallahassee, Florida 32399. The Commission’s docket numbers for these proceedings are 100414-TX and 100416-TI.
2. AT&T Florida is a Georgia corporation and its principal place of business is 675 W. Peachtree Street, NE, Atlanta, Georgia 30375.
3. AT&T Florida is an Incumbent Local Exchange Carrier under the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.
4. All pleadings, notices and other documents filed in this proceeding should be directed to AT&T Florida’s representatives as follows:

E. Earl Edenfield Jr.
Tracy W. Hatch
Manuel A. Gurdian
AT&T Florida
c/o Gregory R. Follensbee
150 South Monroe Street, Ste. 400
Tallahassee, FL 32301
ke2722@att.com
th9467@att.com
mg2708@att.com
(305) 347-5558 (telephone)

¹ See *In re: Application for certificate to provide competitive local exchange telecommunications service by Premier Telecom-VoIP, Incorporated*, Docket No. 070172-TX and *In re: Acknowledgement of registration as intrastate interexchange telecommunications company, effective March 15, 2007, by Premier Telecom-VoIP, Incorporated*, Docket No. 070174-TI, Order No. PSC-07-0673-PAA-TP (Issued August 21, 2007)(Commission denied applicant’s for authority to provide competitive local exchange telecommunications services within Florida for, in part, its failure to show that it had sufficient managerial capability are required by Section 364.337(1), Florida Statutes. Moreover, the Commission did not allow applicant to continue its IXC operations as it was not in the public interest).

(850) 222-8640 (fax)

5. Capital is a foreign corporation and the Florida Department of State – Division of Corporations lists its principal address as 7320 Old Clinton Hwy Ste. 10, Knoxville, TN 37921. Capital is a “Prepaid Home Phone Company specializing in offering service to low-income customers who participate in an approved government assistance program and qualify for the Lifeline and Linkup.” See Capital’s website, www.capcomphone.com/aboutus.html .

STANDARD TO RECEIVE A CLEC CERTIFICATE IN FLORIDA

6. Pursuant to Florida Statutes § 364.337(1), a party may file an application for a certificate as a competitive local exchange telecommunications company and the Commission is required to conduct a review of the application and to process it. The Commission can only grant a “certificate to provide competitive local exchange service upon a showing that the applicant has sufficient technical, financial and managerial capability to provide such service”. Section 364.337(1), Florida Statutes.

COMMISSION’S CLEC APPLICATION

7. When completing the Commission’s CLEC application the applicant must:

- identify the persons responsible for the application and on-going company operations;
- provide contact information (address, phone number, etc.);
- provide proof of active registration with the Florida Secretary of State;
- complete a series of questions about the company, officers, directors, and stockholders; and
- provide proof that it has the managerial, technical, and financial capability to operate as a CLEC in Florida.

See In re: Application for certificate to provide competitive local exchange telecommunications service by Crystal Link Communications, Inc., Docket No. 090444-TX, Order No. PSC-10-0217-PAA-TX (Issued April 6, 2010).

8. Specifically, with regard to a CLEC's "technical, managerial and financial capability", in responding to Paragraph 18 of the Commission's CLEC application, an applicant must submit information demonstrating the following:

(a) **Managerial capability:** resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

(b) **Technical capability:** resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

(c) **Financial Capability:** applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. Unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet
2. income statement, and
3. statement of retained earnings.

CAPITAL'S CLEC APPLICATION FILED WITH COMMISSION

9. On October 1, 2010, Capital filed its Application with the Commission.

10. On page 4 of the Application, Capital lists Bryan Michael as its President with a business address of 7320 Clinton Highway, Suite 10, Knoxville, Tennessee 37921.²

² In its applications to provide services filed in Mississippi and North Carolina, Capital indicates that its "Officers" are "Bryan Michael, President and Secretary" and its "Directors" are "Bryan Michael". See relevant pages from CLEC Applications filed in Mississippi and North Carolina attached hereto as Exhibits "A" and "B". In the Mississippi application, Capital lists its "15% Owners" as "Bryan Michael 100%". See Exhibit "A." In the North Carolina application, Capital lists its "Stockholders" as "Bryan Michael 100%". See Exhibit "B."

11. On page 5 of the Application, Capital states that it “is in the process of submitting applications in the States of Alabama, Mississippi, North Carolina and South Carolina” and that it is certificated to operate as a CLEC in “Georgia and Kentucky”.

12. Under the section “Management Information”, attached to the Application, is the resume of Bryan Michael, Capital’s President. Mr. Michael lists his work experience with Wal-Mart Stores, Inc.

13. Other than Mr. Michael’s resume, there are no other resumes attached to the Application.

14. Mr. Michael’s resume does not describe any managerial or technical work experience with a telecommunications provider.

15. There are no other officers, managers, directors, employees or consultants listed on the Application.

16. Under the section “Financial Capability”, attached to the Application, Capital states that “it has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations.” A copy of Capital’s balance sheet was filed under confidential cover on October 1, 2010 in this Docket.

CAPITAL’S BALANCE SHEET FILED IN OTHER STATES

17. While Capital’s balance sheet was filed under confidential cover in Florida, Capital’s balance sheet was publicly filed in at least three other states - Mississippi, South Carolina and Alabama. *See* Exhibits “C”, “D”, and “E” attached hereto. This balance sheet shows that Capital had assets of \$135,830.94 as of September 16, 2010.

CAPITAL’S IXC REGISTRATION FILED WITH COMMISSION

18. On October 1, 2010, Capital filed its IXC Registration form with the Commission in Docket No. 100416-TI.

19. The IXC Registration form lists Bryan Michael as its President.

DIVISION OF CORPORATIONS APPLICATION FILED IN FLORIDA

20. On July 13, 2010, Capital filed an Application by Foreign Corporation for Authorization to Transact Business in Florida (“Division of Corporations Application”) with the Florida Department of State, Division of Corporations. *See* Division of Corporations Application attached hereto as Exhibit “F.”

21. The Division of Corporations Application indicates that Bryan Michael is the “Chairman”, “President” and “Secretary” of Capital.

22. No other individuals are listed on the Division of Corporations Application.

2010 TRANSFER OF CONTROL PETITION FILED WITH GPSC

23. On November 22, 2010, Capital and Bryan Michael filed a Joint Application for Approval of Transfer of Control (“2010 Transfer of Control Petition”) in Docket No. 15418 before the GPSC. *See* 2010 Transfer of Control Petition attached hereto as Exhibit “G”.

24. Capital filed the 2010 Transfer of Control Petition to “effectuate a Transfer of Control of Capital to Michael” and provides that Capital’s “principal offices are located at 7470 Bartlett Corporate Cove W, Ste. 102, Bartlett, Tennessee 38113.”

25. In its 2010 Transfer of Control Petition, under “III. Description of Transaction”, Capital states that “Applicants have entered into a Stock Purchase Agreement under which Michael will purchase 100% of the issued and outstanding capital stock of Capital.” Moreover, Capital further states that it is a “proposed transaction” and that “[t]here will be no impact on

customers as a result of the transaction as it will only result in a change in the ultimate ownership of the service provider.”

26. An organizational chart purportedly showing Capital’s “current ownership structure and after the transfer is completed” is attached as Exhibit A to the 2010 Transfer of Control Petition. This organizational chart provides for a “Pre Closing Holding Structure” of “Brian Cox 100% - Capital Communications Consultants, Inc.” and “Post Closing Holding Structure” of “Bryan Michael 100% - Capital Communications Consultants, Inc.”

27. On a Verification attached to the 2010 Transfer of Control Petition, Brian Cox, attests under penalty of perjury, that he is “President and Secretary of Capital Communications Consultants, Inc.”, that “the foregoing Joint Application was prepared under” his “direction and supervision” and “that the contents pertaining to Capital Communications Consultants, Inc. are true and correct to the best of my knowledge, information, belief.”

28. On a second Verification attached to the 2010 Transfer of Control Petition, Bryan Michael attests that he “will be President and Secretary of Capital Communications Consultants, Inc.”, that “the foregoing Joint Application was prepared under” his “direction and supervision” and “that the contents pertaining to Capital Communications Consultants, Inc. are true and correct to the best of my knowledge, information, belief.”

STATE OF GEORGIA 2010 CORPORATION ANNUAL REGISTRATION

29. On March 23, 2010, Capital filed its State of Georgia 2010 Corporation Annual Registration (“GA Registration”) with the Office of Secretary of State. *See* GA Registration attached hereto as Exhibit “H”. The GA Registration indicates that the “CEO”, “CFO” and “SEC” of Capital are “Mark A. McDaniel”. Capital also lists a business address of 11121 Hwy 70 STE 202, Arlington, TN 38003.

30. Bryan Michael's name does not appear on the GA Registration.

31. As of December 16, 2010, the Georgia Secretary of State's website continued to list "Mark A. McDaniel" as Capital's "CEO", CFO and "Secretary" and the corporation's address as "11121 HWY 70 STE 202, Arlington, TN 38003". *See* document obtained from Georgia Secretary of State website attached hereto as Exhibit "I".

2009 TRANSFER OF CONTROL PETITION FILED WITH GPSC

32. On February 19, 2009, Capital filed a Petition for Approval of a Transfer of Control Between Capital Communications, Inc. and Brian Cox ("2009 Transfer of Control Petition") in Docket No. 15418 before the Georgia Public Service Commission ("GPSC"). *See* 2009 Transfer of Control Petition attached hereto as Exhibit "J".

33. In its 2009 Transfer of Control Petition, Capital requested approval to transfer control of Capital, which had been owned by Mark McDaniel, to Brian Cox. At the time of the filing of the 2009 Transfer of Control Petition, Brian Cox was "President and CEO, as well as 50% owner of BLC Management LLC d/b/a Angles Communication Solutions ("BLC")." *See* section "I. The Applicants" of the Transfer of Control Petition."

34. Exhibit A to the 2009 Transfer of Control Petition provides for a Pre Closing Holding Structure as "Mark McDaniel 100% - Capital Communications Consultants, Inc." and a Post Closing Holding Structure as "Brian Cox 100% - Capital Communications Consultants, Inc." *See also*, "Stock Purchase Agreement by and between Brian Cox and Mark McDaniel" attached to the 2009 Transfer of Control Petition as Exhibit "B".

35. In its 2009 Transfer of Control Petition, under "III. Description of Transaction", Capital stated that "COX does intend to change the Capital name to Angles Communications,

and will make any necessary submissions to the Commission and provide any necessary notice to customers once name change is completed.”³

36. In its 2009 Transfer of Control Petition, under “IV. Public Interest Showing”, Capital stated that the “only change to Capital will be to its ultimate ownership and control and the transfer of control of Capital will be transparent to customer and will not have any adverse impact to them.”

37. On March 18, 2009, the Georgia Public Service Commission approved Capital’s 2009 Transfer of Control Petition to Cox pursuant to the Stock Purchase Agreement. *See* Georgia Public Service Commission’s March 18, 2009 Letter Order attached hereto as Exhibit “K”.

BLC’S CLEC CERTIFICATE WAS REVOKED BY THE COMMISSION IN FLORIDA

38. BLC’s CLEC certificate to provide service in Florida was revoked by the Commission in Docket No. 080475-TX. *See* Order Nos. PSC-08-0562-PAA-TX (Issued August 29, 2008) and Order No. PSC-08-0617-CO-TX (Issued September 23, 2008).

39. At the time, that BLC’s CLEC certificate was revoked by the Commission, Brian Cox was CEO, Manager, and/or an Officer of BLC. *See* September 27, 2008 Affidavit executed by Brian Cox and filed in Docket No. 080157-TX attached hereto as Exhibit “L” and 2008 Limited Liability Company Annual Report filed on July 7, 2008 with the Florida Secretary of State attached hereto as Exhibit “M”.

40. On April 20, 2009, BLC filed an Application for Authority to Provide Local Exchange Telecommunications Service Within the State of Florida. *See* BLC Application filed

³ BLC Management LLC (“BLC”) did business in Florida as Angles Communication Solutions. *See In re: Application to provide competitive local exchange telecommunications service by BLC Management LLC d/b/a Angles Communication Solutions*, Docket No. 050191. As discussed below, BLC’s CLEC certificate in Florida was revoked in Docket No. 080475-TX.

with Commission on April 20, 2009 in Docket No. 090212-TX. BLC's Application lists under the Management Information section of the BLC Application - "Brian Cox, President/CEO, LLC Member and Manager", Danny Michael, Vice President" and "Steve Watson, Executive Telecom Consultant."

41. On February 26, 2010, BLC filed a Revised and Updated Application for Authority to Provide Local Exchange Telecommunications Service Within the State of Florida. *See* Revised and Updated BLC Application filed with Commission on February 26, 2010 in Docket No. 090212-TX. BLC's Application lists under the Management Information section of the BLC Revised Application – Thomas Biddix and Danny Michael. Danny Michael is listed as "General Manager" and "Operations Manager" for BLC. *See* Revised BLC Application at 4.

42. On September 15, 2010, BLC withdrew its pending Application for Authority to Provide Local Exchange Telecommunications Service Within the State of Florida. *See* September 15, 2010 letter from BLC to the Commission filed in Docket No. 090212-TX.

43. BLC is part of the Associated Telecommunications Management Services, LLC ("ATMS") group of companies and is currently under investigation by the Commission. *See In re: Investigation of Associated Telecommunications Management Services, LLC (ATMS) companies for compliance with Chapter 25-24, F.A.C., and applicable lifeline, eligible telecommunications carrier, and universal service requirements*, Docket No. 100340-TP. Attached hereto as Exhibit "N" is a listing of Commission Staff's concerns regarding the ATMS companies.

INCONSISTENCIES/INACCURACIES IN CAPITAL'S FILINGS

44. Capital's filings in various states provide as follows:
- Capital's 2010 Corporation Annual Registration (filed March 23, 2010) provides that Capital's Chief Executive Officer, Chief Financial Officer and Secretary are "Mark A. McDaniel".

- Capital's Application (filed October 1, 2010) provides that Bryan Michael is the President of Capital. *See also*, October 8, 2010 application filed with Mississippi Public Service Commission in Docket No. 10-UA-353 (lists Bryan Michael as President and Secretary and "100%" owner) and October 1, 2010 Application filed with North Carolina Utilities Commission in Docket No. P-1518 Sub1 (same)
- Capital's Florida Division of Corporations Application (filed July 13, 2010) provides that Bryan Michael is the Chairman, President and Secretary of Capital.
- 2010 Transfer of Control Petition (filed November 22, 2010) requested approval of transfer of control of Capital from Brian Cox to Bryan Michael. (emphasis added).
- 2010 Transfer of Control Petition (filed November 22, 2010) provided an "organizational chart, showing the current ownership structure and after the transfer is completed". The organizational chart provides that, pre-closing, Capital is "100%" owned by Brian Cox and that post-closing it will be owned "100%" by Bryan Michael. (emphasis added).
- Verification attached to the 2010 Transfer of Control Petition (filed November 22, 2010) states that Brian Cox is the President and Secretary of Capital.
- Verification attached to the 2010 Transfer of Control Petition (filed November 22, 2010) states that Bryan Michael "will be" President and Secretary of Capital. (emphasis added).
- 2010 Transfer of Control Petition (filed November 22, 2010) provides that the "Applicants have entered into a Stock Purchase Agreement under which Michael will purchase 100% of the issued and outstanding capital stock of Capital." (emphasis added).
- 2010 Transfer of Control Petition (filed November 22, 2010) provides that it is a "proposed transaction", that the "transaction" will "result in a change in the ultimate ownership of the service provider" and "[u]pon consummation of the transactions contemplated by the Agreement, Capital will continue to operate under the same operating authority as at present." (emphasis added).

- 2009 Transfer of Control Petition (filed February 19, 2009) requested approval of transfer of control of Capital from Mark McDaniel to Brian Cox.⁴

45. As can be seen from the above, Bryan Michael has been representing to multiple commissions that he is the current President and Secretary of Capital and is “100%” owner of Capital; however, on November 22, 2010, in its 2010 Transfer of Control Petition, Capital represented to the GPSC that Mr. Michael was not the current owner of Capital nor its President and Secretary but that Mr. Brian Cox is the current owner, as well as President and Secretary of Capital. Moreover, the documents on file with the Georgia Secretary of State provide that Mark McDaniel is the CEO, CFO and Secretary of Capital. Therefore, it is unclear who the current owner, President, Secretary, CEO of Capital truly are at this point and time and the Commission should not grant a certificate based upon these inconsistencies/inaccuracies filed by Capital in the various states.

CAPITAL DOES NOT HAVE “SUFFICIENT TECHNICAL, FINANCIAL AND MANAGERIAL CAPABILITY” TO PROVIDE SERVICE IN FLORIDA

46. The Commission should reject Capital’s request for a CLEC Certificate for it not having “sufficient technical, financial, and managerial capability” pursuant to Florida Statutes § 364.337 to provide CLEC services in Florida.

47. First, Capital does not have sufficient managerial and technical capability as Bryan Michael, the sole Capital representative listed on the Application, has no telecommunications experience managing, operating or working at a telecommunications company.

⁴ As indicated above, in its 2009 Transfer of Control Petition, Capital stated that “COX does intend to change the Capital name to Angles Communications”. Based upon this statement, upon information and belief, it appears that Capital was integrated, at least to some extent, into BLC by Brian Cox. As noted above, Mr. Cox was in charge of BLC when its CLEC certificate was revoked by the Commission in Docket No. 080475-TX.

48. Second, Capital does not have sufficient financial capability as Capital's purported assets are woefully inadequate to provide multi-state telecommunications services in eight states in the Southeast region.

49. Third, Capital does not have sufficient managerial capability as Capital's management has filed inconsistent and/or inaccurate representations as to its officers and ownership with various state commissions.

50. Accordingly, based upon Capital's failure to have "sufficient technical, financial and managerial capability", the Commission should deny Capital's request for a certificate to provide telecommunications services in Florida.

QUESTIONS THAT SHOULD BE ASKED OF CAPITAL

51. In the alternative, if the Commission decides to move forward with Capital's Application, Capital should be required to provide responses to the following questions prior to the Commission's issuance of a Certificate in Docket No. 100414-TX:

- Who is the current owner, President and Secretary of Capital? If it is Bryan Michaels, why did Capital file a Transfer of Control Petition on November 22, 2010 with the GPSC stating that Brian Cox is the current owner, President and Secretary of Capital?
- Who was the owner, CEO, CFO, President or Secretary of Capital on March 23, 2010? If it was Brian Cox or Bryan Michael, why did Capital file its GA Corporation Annual Registration stating that "Mark A. McDaniel" was Capital's "CEO", CFO and "Secretary" on March 23, 2010?
- What relationship, if any, does Bryan Michael have with Mark McDaniel, Danny Michael, Steve Watson, Brian Cox, Thomas Biddix, ATMS or BLC?
- Are Mark McDaniel, Danny Michael, Steve Watson, Brian Cox, or Thomas Biddix, owners, directors, employees, shareholders, managers, directors or consultants to Capital?
- Other than Bryan Michael, are there any other principals, operators, officers, directors, company owners, shareholders, stakeholders, members of the board, employees and others holding management or executive positions of Capital?

- Identify the name and address of all entities with which Capital is affiliated or shares common ownership.
- Are any of Capital's employees, consultants, managers, directors currently employed by or affiliated with another telecommunications company? If so, please provide their names and the names of the companies.
- Have any of Capital's employees previously been employed or affiliated with another telecommunications company? If so, please provide the employees' names and which companies employed them.
- Does Capital have any employee or consultant who has experience managing a telecommunications company? If so, please provide name and relevant experience.
- Does Capital have any employee or consultant who has technical experience at a telecommunications company? If so, please provide name and relevant experience.
- The balance sheet provided by Capital to three other state commissions provides that Capital has approximately \$136,000 in current assets. If this is accurate, please explain why this is a sufficient amount to operate to operate a multi-state telecommunications company in eight (8) states in the Southeast Region?
- Has any entity and/or persons employed or affiliated with Capital identified above, been investigated, audited or had their certificate to operate revoked by any regulatory agency? If so, please explain circumstances and provide the name of the docket, docket number and any documents regarding the investigation, audit or docket.
- Based upon statements made in the 2009 Transfer of Control Petition, Brian Cox intended to change the name of Capital to "Angles Communications", i.e. BLC. To what extent did this occur and was Capital integrated or merged with BLC?

CONCLUSION

52. In conclusion, based upon the foregoing, it is clear that Capital fails to have "sufficient technical, financial and managerial capability" to be issued a certificate to provide competitive local exchange services in Florida. Accordingly, the Commission should deny Capital's Application for its demonstrated lack of technical, financial and managerial capability to operate a telecommunications company in Florida. *See In re: Application for certificate to*

provide competitive local exchange telecommunications service by Crystal Link Communications, Inc., Docket No. 090444-TX, Order No. PSC-10-0217-PAA-TX (Issued April 6, 2010)(Where Commission denied a CLEC's application for authority to provide CLEC services in Florida for its lack of the "appropriate managerial capability and financial resources" required by Section 364.337(1), Florida Statutes.) and *In re: Application for certificate to provide competitive local exchange telecommunications service by Premier Telecom-VoIP, Incorporated*, Docket No. 070172-TX, Order No. PSC-07-0673-PAA-TP (Issued August 21, 2007)(Where Commission denied applicant's application for authority to provide competitive local exchange telecommunications services within Florida for, in part, its failure to show that it had sufficient managerial capability as required by Section 364.337(1), Florida Statutes).⁵ Moreover, it is not in the public interest to allow Capital to continue its IXC operations in Florida. See *In re: Acknowledgement of registration as intrastate interexchange telecommunications company, effective March 15, 2007, by Premier Telecom-VoIP, Incorporated*, Docket No. 070174-TI Docket No. 070172-TX, Order No. PSC-07-0673-PAA-TP (Issued August 21, 2007)(Where the Commission did not allow CLEC to continue its IXC operations as it was not in the public interest).

WHEREFORE, AT&T Florida respectfully requests that the Commission deny Capital Communications Consultants, Inc.'s Application for Certificate to provide Competitive Local Exchange Service and not allow Capital to continue IXC operations in the State of Florida.

⁵ See also, *In re: Application for certificate to provide alternative local exchange telecommunications service by Commodity Partners, Inc.*, Docket No. 020319-TX, Order No. PSC-02-1382-PAA-TX (Issued October 8, 2002)(Where Commission denied company's application for a CLEC certificate on the basis that it did not have "sufficient managerial capability to provide" CLEC services in Florida as it appeared to the Commission that the "company failed to accurately complete its application for a certificate".) and *In re: Application for certificate to provide alternative local exchange telecommunications service by C.I.O., Inc.*, Docket No. 990971-TX, Order No. PSC-00-0078-PAA-TX (Issued January 10, 2000)(Where Commission denied CLEC's application as the CLEC "[had] not demonstrated" nor did the Commission believe that the CLEC had "the managerial capability to operate a telecommunications company in Florida.").

Respectfully submitted this 20th day of December, 2010.

BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T FLORIDA



E. Earl Edenfield, Jr.
~~Tracy W. Hatch~~
Manuel A. Gurdian
c/o Greg Follensbee
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301
(305) 347-5558

880256

Exhibit A

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI

FILED

OCT - 8 2010

MISS. PUBLIC SERVICE
COMMISSION

APPLICATION OF)
CAPITAL COMMUNICATIONS)
CONSULTANTS, INC.)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)
TO PROVIDE RESOLD &)
FACILITIES-BASED/UNE LOCAL)
EXCHANGE & INTEREXCHANGE)
TELECOMMUNICATIONS SERVICE)

DOCKET NO. 10-UA-353

APPLICATION

Capital Communications Consultants, Inc. ("Capital Communications"), by its attorneys, respectfully requests that the Public Service Commission of Mississippi ("Commission"), pursuant to the Commission's Entry Requirements recently adopted by Order of the Commission in Docket No. 95-UA-358, grant it authority to provide resold and facilities-based/UNE local exchange and interexchange telecommunications services statewide.

In support of its Application, Capital Communications provides the following information:

01071936

LIST OF DIRECTORS & OFFICERS & 15% OWNERS

D

Officers:

Bryan Michael, President and Secretary

Directors:

Bryan Michael

The above listed officers and directors can be reached at:

**Capital Communications Consultants, Inc.
7320 Old Clinton Highway, Suite 10
Knoxville, Tennessee 37921
(901) 596-7610**

15% OWNERS:

Bryan Michael 100%

01071936

Exhibit B

OFFICIAL COPY

Lance J.M. Steinhart, P.C.
Attorney At Law
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

FILED
OCT 01 2010
Clerk's Office
N.C. Utilities Commission

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208
Email: lsteinhart@telecomcounsel.com

September 30, 2010

VIA OVERNIGHT DELIVERY

Ms. Renne Vance, Chief Clerk
North Carolina Utilities Commission
430 N. Salisbury Street, 5th Floor
Raleigh, North Carolina 27611

P-1518 Sub1

Re: Application of Capital Communications Consultants, Inc., for a Certificate of Public Convenience and Necessity to Provide Local Exchange and Exchange Access Telecommunications Services as a Competing Local Provider

Dear Ms. Vance:

Enclosed please find for filing an original and nine (9) copies of an Application for a Certification of Public Convenience and Necessity to Provide Local Exchange and Exchange Access Telecommunications Services as a Competing Local Provider on behalf of Capital Communications Consultants, Inc. I am also enclosing a check in the amount of \$250.00 to cover the filing fee. No copies of the filing fee check are included in the copies.

Please note that the company's financial statements contain confidential and proprietary information and are being submitted under separate cover.

I have also enclosed an extra copy of this letter to be date-stamped and returned to me in enclosed pre-addressed, postage-prepaid envelope.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for
Capital Communications Consultants, Inc.

Enclosures

cc: Bryan Michael (w/enc)

(22)
as
McKane
Wigfall
Lital
Asky
Conrad
H. Ulan

EXHIBIT B OFFICERS, DIRECTORS AND PRINCIPAL STOCKHOLDERS

Officers

Bryan Michael, President and Secretary

Directors

Bryan Michael

STOCKHOLDERS:

Bryan Michael 100%

The above-referenced officers, directors and shareholders can be reached at: 7320 Old Clinton Highway, Suite 10, Knoxville, Tennessee 37921.

Exhibit C

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI

FILED

OCT - 8 2010

MISS. PUBLIC SERVICE
COMMISSION

APPLICATION OF)
CAPITAL COMMUNICATIONS)
CONSULTANTS, INC.)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)
TO PROVIDE RESOLD &)
FACILITIES-BASED/UNE LOCAL)
EXCHANGE & INTEREXCHANGE)
TELECOMMUNICATIONS SERVICE)

DOCKET NO. **10-UA-353**

APPLICATION

Capital Communications Consultants, Inc. ("Capital Communications"), by its attorneys, respectfully requests that the Public Service Commission of Mississippi ("Commission"), pursuant to the Commission's Entry Requirements recently adopted by Order of the Commission in Docket No. 95-UA-358, grant it authority to provide resold and facilities-based/UNE local exchange and interexchange telecommunications services statewide.

In support of its Application, Capital Communications provides the following information:

01071936

4:45 PM
09/16/10
Accrual Basis

Capital Communications Consultants, Inc.
Balance Sheet
As of September 16, 2010

	<u>Sep 16, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
FirstCitizens - Deposit - 1169	118,427.98
FirstCitizens -Checking - 1150	<u>17,402.96</u>
Total Checking/Savings	<u>135,830.94</u>
Total Current Assets	<u>135,830.94</u>
TOTAL ASSETS	<u>135,830.94</u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Loans	150,000.00
Total Long Term Liabilities	<u>150,000.00</u>
Total Liabilities	150,000.00
Equity	
Net Income	<u>-14,169.06</u>
Total Equity	<u>-14,169.06</u>
TOTAL LIABILITIES & EQUITY	<u>135,830.94</u>

Exhibit D

**STATE OF SOUTH CAROLINA
BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In re:)
)
Application of)
Capital Communications Consultants, Inc.)
For a Certificate of Public) **DOCKET NO.**
Convenience and Necessity to)
Provide Interexchange and)
Local Exchange)
Telecommunications Services and)
for local service offerings to be regulated)
in accordance with procedures authorized)
for NewSouth Communications in Order)
No. 98-165 in docket No. 97-467-C; and)
For interexchange service offerings to be)
regulated in accordance with procedures)
established for alternative regulation in)
Order Nos. 95-1734 and 96-55 in)
Docket No. 95-661-C.)
_____)

APPLICATION OF CAPITAL COMMUNICATIONS CONSULTANTS, INC.
FOR AUTHORITY TO PROVIDE RESOLD AND FACILITIES-BASED
LOCAL EXCHANGE AND INTEREXCHANGE SERVICE

Capital Communications Consultants, Inc. ("Capital Communications" or "Applicant"), pursuant to S.C. Code Ann. § 56-9-280(B)¹ and Section 253 of the Telecommunications Act of 1996², respectfully submits this Application for Authority to Provide Resold and Facilities-Based Local Exchange and Interexchange Service ("Application") in the State of South Carolina and for local service offerings to be regulated in accordance with procedures

¹As amended by Act No. 354, signed by the Governor on June 6, 1996.

²Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

4:45 PM
09/16/10
Accrual Basis

Capital Communications Consultants, Inc.
Balance Sheet
As of September 16, 2010

	<u>Sep 16, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
FirstCitizens - Deposit - 1169	118,427.98
FirstCitizens -Checking - 1150	17,402.96
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Total Current Assets	<u>135,830.94</u>
TOTAL ASSETS	<u><u>135,830.94</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Loans	150,000.00
Total Long Term Liabilities	<u>150,000.00</u>
Total Liabilities	150,000.00
Equity	
Net Income	-14,169.06
Total Equity	<u>-14,169.06</u>
TOTAL LIABILITIES & EQUITY	<u><u>135,830.94</u></u>

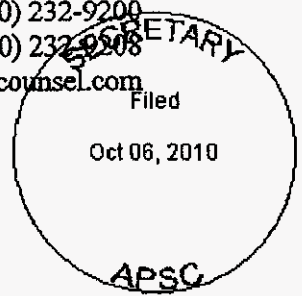
Exhibit E

Lance J.M. Steinhart, P.C.
Attorney At Law
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208
Email: lsteinhart@telecomcounsel.com

October 6, 2010



**VIA OVERNIGHT DELIVERY &
ELECTRONICALLY**

Mr. Walter Thomas, Secretary
Alabama Public Service Commission
Rm. 850 RSA Building
100 N. Union Street
Montgomery, AL 36104

Re: Capital Communications Consultants, Inc.
Long Distance and Local Exchange Service

Dear Mr. Thomas:

Enclosed please find for filing an original and one (1) copy of Capital Communications Consultants, Inc.'s ("Capital Communications") Application for a Certificate of Public Convenience and Necessity to Provide Telecommunications Services within the State of Alabama. This filing has been electronically submitted on October 6, 2010 in PDF, text searchable format.

Capital Communications's provision of telephone service in the State of Alabama will enhance the quality of service available to the general public. Capital Communications will make available to the Alabama public telecommunications service that will be competitively priced. Furthermore, Capital Communications has identified a potential customer base in the State of Alabama which will benefit from the provision of Capital Communications' service offerings and granting of the requested certificate will be in the public interest.

I have also enclosed a check in the amount of \$100.00 payable to the Alabama Public Service Commission to cover the filing fee, as well as an extra copy of this letter to be date-stamped and returned to me in the enclosed preaddressed, postage prepaid envelope. No copies of the filing fee check are included in the copies or electronically submitted filing.

Mr. Walter Thomas, Secretary
Alabama Public Service Commission
October 6, 2010
Page Two

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Capital Communications Consultants, Inc.

Enclosures
cc: Bryan Michael

ATTACHMENT 3

FINANCIAL INFORMATION

4:45 PM
09/16/10
Accrual Basis

Capital Communications Consultants, Inc.
Balance Sheet
As of September 16, 2010

	<u>Sep 16, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
FirstCitizens - Deposit - 1169	118,427.98
FirstCitizens -Checking - 1160	17,402.96
Total Checking/Savings	<u>135,830.94</u>
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TOTAL ASSETS	<u><u>135,830.94</u></u>
LIABILITIES & EQUITY	
Liabilities	
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Total Long Term Liabilities	<u>150,000.00</u>
Total Liabilities	150,000.00
Equity	
Net Income	-14,169.06
Total Equity	<u>-14,169.06</u>
TOTAL LIABILITIES & EQUITY	<u><u>135,830.94</u></u>

Exhibit F

F10000003182

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

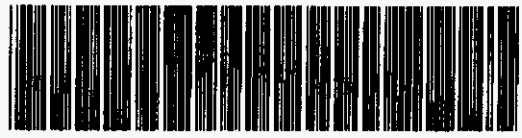
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200183104982

07/13/10--01014--006 **70.00

FILED
10 JUL 13 PM 1:50
STATE
TALLAHASSEE, FLORIDA

B McKnight JUL 15 2010

Lance J.M. Steinhart, P.C.

Attorney At Law
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208
e-mail: lsteinhart@telecomcounsel.com

July 10, 2010

VIA FEDERAL EXPRESS

Qualification/Tax Lien Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301
(850) 245-6051

Re: Certificate of Authority for Capital Communications Consultants, Inc.

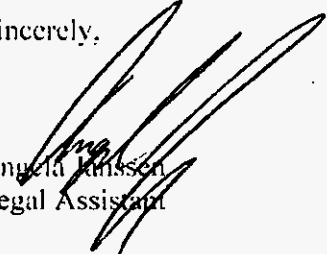
Dear Sir/Madam:

In connection with the above-referenced matter, enclosed please find the following documents:

1. One original and one copy of Communications Consultants, Inc.'s Application for Certificate of Authority of a Foreign Corporation;
2. One Certificate of Good Standing issued by the State of Georgia; and
3. A check in the amount of \$70.00 payable to the Florida Department of State in payment of the filing fee and the issuance of the Certificate of Authority.

Please return the approval of the filing in the enclosed overnight Federal Express package with an affixed prepaid return label. If you need any further information, please do not hesitate to contact me directly at (678) 775-2253 or via e-mail at ajanssen@telecomcounsel.com.

Sincerely,



Angela Janssen
Legal Assistant

Enclosures

c: Bryan Michael

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

Capital Communications Consultants, Inc.

1. Capital Communications Consultants, Inc.
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Georgia 3. 02-0549854
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 2/14/02 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 7320 Old Clinton Hwy., Ste. 10, Knoxville, TN 37921
(Principal office address)

(Current mailing address)

8. Provide Telecommunication Services
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Incorp Services, Inc.

Office Address: 17888 67th Court North
Loxahatchee, Florida 33470
(City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Sherry Gale, Operations Manager
on behalf of Incorp Services, Inc.

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

FILED
10 JUL 13 PM 1:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: Bryan Michael
Address: 7320 Old Clinton Hwy., Suite 10
Knoxville, TN 37921

Vice Chairman: _____
Address: _____

Director: _____
Address: _____

Director: _____
Address: _____

B. OFFICERS

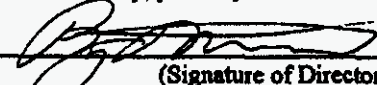
President: Bryan Michael
Address: 7320 Old Clinton Hwy., Suite 10
Knoxville, TN 37921

Vice President: _____
Address: _____

Secretary: Bryan Michael
Address: 7320 Old Clinton Hwy., Suite 10
Knoxville, TN 37921

Treasurer: _____
Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

X 13. 
(Signature of Director or Officer listed in number 12 of the application)

14. Bryan Michael President
(Typed or printed name and capacity of person signing application)

FILED
10 JUL 13 PM 4:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Control No. 0208781^P

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

SECRETARY OF STATE
CORPORATIONS DIVISION
ATLANTA, GEORGIA
FLORIDA

10 JUL 13 PM 1:51

FILED

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

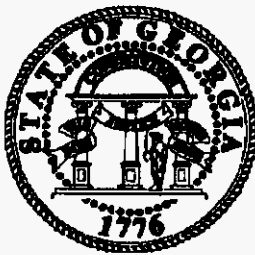
CAPITAL COMMUNICATIONS CONSULTANTS, INC.

Domestic Profit Corporation

was formed or was authorized to transact business on 02/14/2002 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 24th day of June, 2010

B. P. Kemp

Brian P. Kemp
Secretary of State

Exhibit G

ORIGINAL

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

FILED

NOV 22 2010

EXECUTIVE SECRETARY
G.P.S.C.

Joint Application for Approval of)
Transfer of Control of) Docket No.
Capital Communications Consultants, Inc.)

JOINT APPLICATION FOR APPROVAL OF TRANSFER OF CONTROL

Capital Communications Consultants, Inc. ("Capital") and Bryan Michael ("Michael"), hereinafter collectively referred to as "Applicants", by their attorney, and pursuant to Georgia Code, O.C.G.A. Section 46-2-28 and the rules of the Georgia Public Service Commission (the "Commission"), hereby respectfully request the Commission's approval to effectuate a Transfer of Control of Capital to Michael. The Parties submit that the transfer of control of Capital described herein is in the public interest. In support of this Joint Petition, the Parties show the following:

I. The Applicants

Capital Communications Consultants, Inc. is a Georgia corporation whose principal offices are located at 7470 Bartlett Corporate Cove W, Ste. 102, Bartlett, Tennessee 38113. The Commission issued Capital an Interim Certificate of Authority to Provide Resold Competitive Local Exchange Telecommunications Services on August 13, 2002, an Amended Interim Certificate of Authority to Provide Competitive Local Exchange Services to include Prepaid services on May 15, 2003, in Docket No. 15418-U, Certificate No. L-0302 as well as Transfer of Control between Capital and Brian Cox pursuant to Letter Order dated March 18,

2009 within the State of Georgia. On October 17, 2010, Capital also filed an Amended Application for Certificate of Authority to Provide Facilities Based Competitive Local Exchange Telecommunications Services that is under review with the Commission.

Additional information concerning Capital was submitted with Capital's applications for certification and is, therefore, a matter of public record. Capital requests that the Commission take official notice of that information and incorporate it by reference.

Mr. Michael is an individual resident of the State of Tennessee. Mr. Michael has extensive management experience, over 25 years of business supervisory skills in the retail sector as well as a Degree in Computer Science. Mr. Michael acquired many levels of Management training including Planning, Organizing, Budgeting and Supervisory Skills. Mr. Michael has climbed up the corporate ladder through the years of 1993 to present at Wal-Mart Stores Inc. ("Wal-Mart"). His positions at Wal-Mart range from being a Consumables and Fresh Operations as an Area Manager, Facility Manager, Market Grocery Merchandiser, General Merchandise and Grocery Co-Manager, Hourly Supervisor and Store Assistant Manager. His extensive range of responsibilities at Wal-Mart include supervising associates in grocery and general merchandise operations with salary and hourly support as well as scheduling, staffing, budgets and merchandising of assigned areas. Set priorities and planning of store operations weekly. Responsible for all grocery operations and oversee financial and merchandising of all 12 Super Center and Division 01 stores in Western North Carolina. Supervised assistant managers and co-managers over grocery operations. Oversee and performed ordering, accounting, scheduling, operational, merchandising budgets and personnel. Managed hourly associates and merchandised departments. Supervised 30 - 285 employees at different times.

12/02/2010 12:52 PM 404 000 0000 GA PSC UTILITIES DIV 0000

Mr. Michael has completed extensive research into the telecommunications industry as well as the vendor and resource necessities to pursue such endeavor; and with his years of extensive senior management level experience in dealing with people and business process management his ability to provide these services will not expect be a significant challenge. Coupled with telecommunication legal and outside consulting support as well seeking staff with telecom experience, Mr. Michael will bring a new and innovative entrepreneurial approach to the effort of delivering not only affordable telecommunications to those who need it but backed with a sure desire to service the greater good of the customer with focus on quality of care of the customer's service experience.

Mr. Michael will assume the Chief Executive role and responsibilities that will include the oversight and management of operations, marketing, strategizing, financing, human resources, hiring, firing and compliance. Mr. Michael intends to surround himself with trained professionals both via staffing and vendor based within the telecommunications field and partner to assure his company aspires to reach its objectives of delivering a value rich residential telecom product to the residents of the State of Georgia.

Mr. Michael has contracted with a respected firm that specializes in telecommunications consultation to CLECs and ILECs with regards to the operations in today's telecom climate. In addition, Mr. Michael is adding to his staff telecommunications professionals to help manage the day to day operations with regards to regulatory and tax compliance, customer service and provisioning management, and vendor relations. Mr. Michael has extensive business and personnel management experience and is aligning with telecommunication consultants as well as the top CLEC software vendors in the business. Mr. Christopher Melton is joining the company

and has extensive telecom experience with systems ILEC integration, provisioning, repair, as well as the CLEC software applications that will be used at Capital Communications. Mrs. Stephanie Stetler, with over 8 year's telecommunications experience, has also joined the team and will assist with regulatory compliance, PUC inquiries and general quality assurance.

II. Designated Contact

The designated contact for questions concerning this Petition is as follows:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse
Suite 115
Alpharetta, GA 30005
(770) 232-9200/Phone
(770) 232-9208/Fax
lsteinhart@telecomcounsel.com/Email

III. Description of Transaction

Applicants have entered into a Stock Purchase Agreement under which Michael will purchase 100% of the issued and outstanding capital stock of Capital.

The proposed transaction will provide Capital with greater operating flexibility to pursue operating purposes, including, without limitation, (a) expansion of its telecommunications infrastructure; and (b) improvement of customer service, billing, financial reporting and other management information systems.

There will be no impact on customers as a result of the transaction as it will only result in a change in the ultimate ownership of the service provider.

An organizational chart, showing the current ownership structure and after the transfer is completed, is attached hereto as Exhibit A.

A copy of the Stock Purchase Agreement is attached hereto as Exhibit B. Applicants assert that the information contained in Exhibit B is confidential, proprietary and a trade secret as defined in O.C.G.A. Section 10-1-761(4), and is being filed under separate cover with a Motion for Confidentiality.

Financial information for Capital Communications Consultants, Inc. is attached hereto as Exhibit C. Applicants assert that the information contained in Exhibit C is confidential, proprietary and a trade secret as defined in O.C.G.A. Section 10-1-761(4), and is being filed under separate cover with a Motion for Confidentiality.

IV. Public Interest Showing

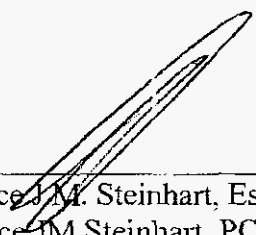
The Parties respectfully submit that the proposed transaction is in the public interest and should be approved by the Commission. The following factors demonstrate that the transaction will not harm rates, employees, or the provision of services at just and reasonable rates, and will result in positive benefits to customers and the State of Georgia.

The only change to Capital will be to its ultimate ownership and control and the transfer of control of Capital will be transparent to customers and will not have any adverse impact to them. Upon consummation of the transactions contemplated by the Agreement, Capital will continue to operate under the same operating authority as at present. The proposed transfer of control of Capital involves no disruption, impairment, or other changes in the entity providing service to customers, the facilities used to provide such services, or the rates, terms and conditions of such service.

In addition, the proposed transaction will not adversely affect the operation of the Georgia certificated carrier.

Wherefore, Capital Communications Consultants, Inc. and Michael respectfully request that the Commission authorize the proposed Transfer of Control.

Respectfully submitted,



Lance J.M. Steinhart, Esq.
Lance JM Steinhart, PC
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com


November 20, 2010
Alpharetta, Georgia

VERIFICATION

I, Brian Cox, state that I am President and Secretary of Capital Communications Consultants, Inc., an Applicant in the foregoing Joint Application; that I am authorized to make this Verification on behalf of Capital Communications Consultants, Inc.; that the foregoing Joint Application was prepared under my direction and supervision; and that the contents pertaining to Capital Communications Consultants, Inc. are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this

~~1~~ day of JANUARY, 2010.


Brian Cox
President and Secretary
Capital Communications Consultants, Inc.

GA

VERIFICATION

I, Bryan Michael, state that I will be President and Secretary of Capital Communications Consultants, Inc., an Applicant in the foregoing Joint Application; that I am authorized to make this Verification on behalf of Capital Communications Consultants, Inc.; that the foregoing Joint Application was prepared under my direction and supervision; and that the contents pertaining to Capital Communications Consultants, Inc. are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22 day of January, 2010.



Bryan Michael
President and Secretary
Capital Communications Consultants, Inc.

GA

LIST OF EXHIBITS

Exhibit A Organizational Chart

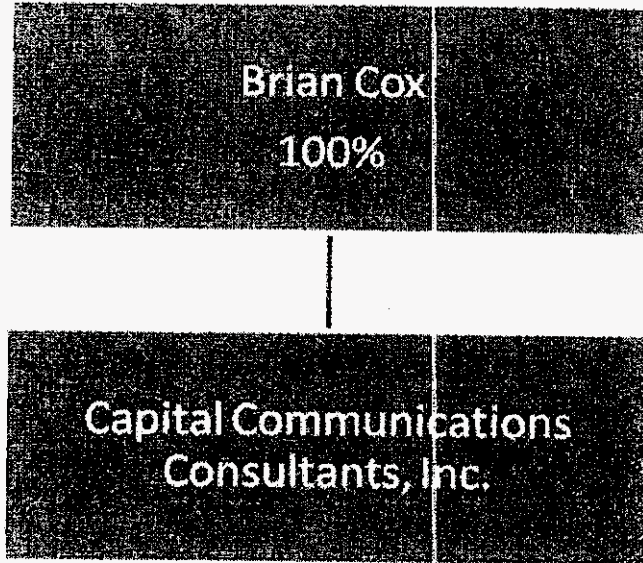
Exhibit B Stock Purchase Agreement

Exhibit C Financial Information

Exhibit A

Organizational Chart

Pre Closing Holding Structure



Post Closing Holding Structure

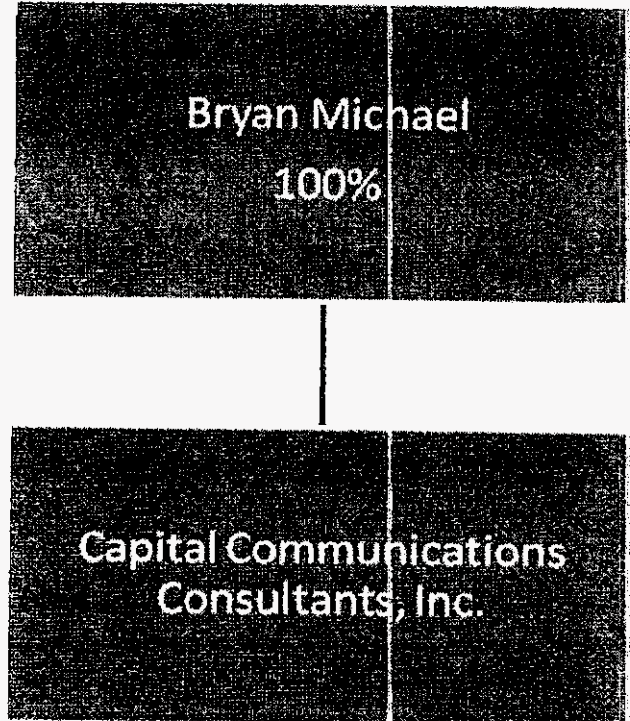


Exhibit B

Stock Purchase Agreement

REDACTED

STOCK PURCHASE AGREEMENT

by and between

BRIAN COX

and

BRYAN MICHAEL

Exhibit C

Financial Information

REDACTED

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09/16/10

Accrual Basis

Capital Communications Consultants, Inc.

Balance Sheet

As of September 16, 2010

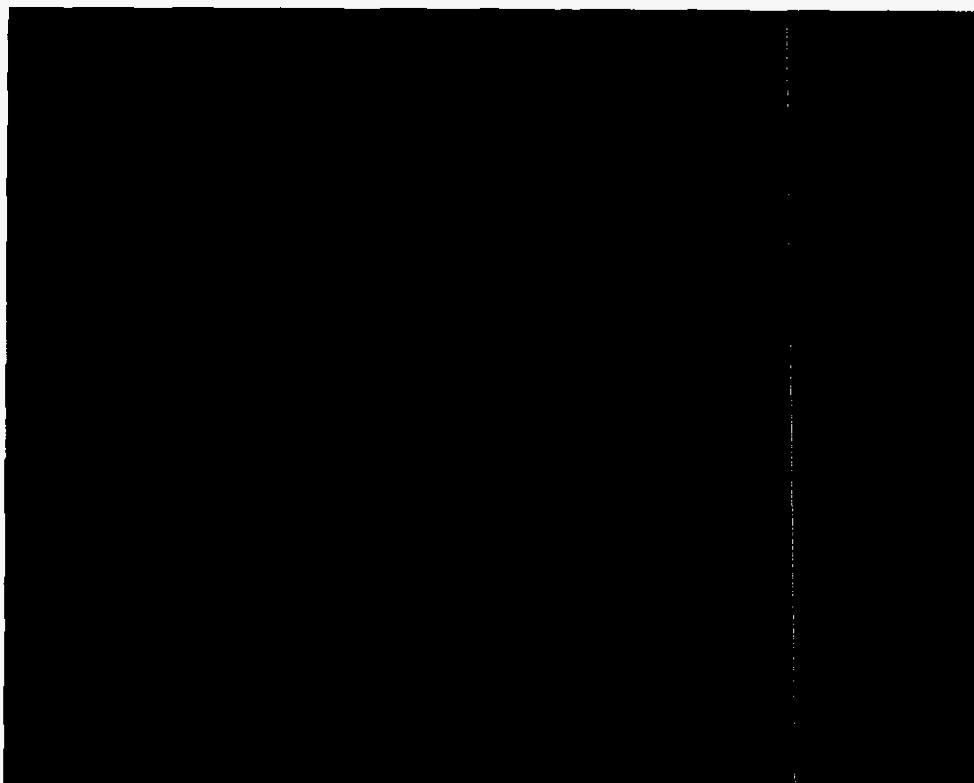


Exhibit H



Brian P. Kemp
Secretary of State

STATE OF GEORGIA

2010 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE

Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: 0208781
Date Filed: 03/23/2010 06:12 PM
Brian P. Kemp
Secretary of State

Chauncey Newsome
Director

Information on record as of: 3/23/2010

Entity Control No. 0208781 **Amount Due: \$30.00** **Amount Due AFTER April 1, 2010: \$55.00**
CAPITAL COMMUNICATIONS CONSULTANTS, INC.
11121 HWY 70 STE 202
ARLINGTON TN, 38003

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$30. If amount is more than \$30, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2010.** Your Annual Registration must be postmarked by April 1, 2010. If your registration and payment are not postmarked by April 1, 2010, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at www.georgiacorporations.org. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. **We cannot accept cash for payment.**

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". **All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing.** Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return **ONLY** the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit www.georgiacorporations.org. Or, call 404-656-2817. **PLEASE PRINT LEGIBLY.**

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
CAPITAL COMMUNICATIONS CONSULTANTS, INC.	PO BOX 923	DOUGLAS	GA	31534
CEO: MARK A MCDANIEL	925 E BAKER HWY	DOUGLAS	GA	31533
CFO: MARK A MCDANIEL	925 E BAKER HWY	DOUGLAS	GA	31533
SEC: MARGARET A MCDANIEL	625 PINEVALLEY RD	DOUGLAS	GA	31535
AGT: MARK MCDANIEL	925 E BAKER HWY	DOUGLAS	GA	31533
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:	11121 HWY 70 STE 202	ARLINGTON	TN	38003
CEO: MARK A MCDANIEL	11121 HWY 70 STE 202	ARLINGTON	TN	38003
CFO: MARK A MCDANIEL	11121 HWY 70 STE 202	ARLINGTON	TN	38003
SEC: MARK A MCDANIEL	11121 HWY 70 STE 202	ARLINGTON	TN	38003
AGT:			GA	
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE: COFFEE	COUNTY CHANGE OR CORRECTION:	
AUTHORIZED SIGNATURE: KENYATTA PERKINS	DATE: 3/23/2010	Total Due:		
TITLE: Filer	EMAIL:	\$30.00		

BR201 2010 Corporation Annual Registration

108 020878125 0030004 CAPITALCOMMUNICATIONS 201004019 055004

Exhibit I



Georgia Secretary of State Brian P. Kemp

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View Filed Documents

Date: 12/16/2010 (Annual Registration History etc.)

File Annual Registration Online

or

Print A Paper Annual Registration Form

PLEASE NOTE: To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.



Annual Registrations

The Georgia Code only requires the Office of Secretary of State to retain annual registrations for a period of five years from the date in which it was filed. Annual registrations older than five years may no longer be available for certification or viewing on the web.

Business Name History

Name	Name Type
CAPITAL	
COMMUNICATIONS	Current Name
CONSULTANTS, INC.	

Profit Corporation - Domestic - Information

Control No.: 0208781
Status: Active/Compliance
Entity Creation Date: 2/14/2002
Jurisdiction: GA
Principal Office Address: 11121 HWY 70 STE 202 ARLINGTON TN 38003
Last Annual Registration Filed Date: 3/23/2010
Last Annual Registration 2010 Filed:

Registered Agent

Agent Name: MARK MCDANIEL
Office Address: 925 E BAKER HWY
DOUGLAS GA 31533
Agent County: COFFEE

Officers

Title: CEO
Name: MARK A MCDANIEL
Address: 11121 HWY 70 STE 202
ARLINGTON TN 38003

Title: CFO
Name: MARK A MCDANIEL
Address: 11121 HWY 70 STE 202
ARLINGTON TN 38003

Title: Secretary
Name: MARK A MCDANIEL
Address: 11121 HWY 70 STE 202
ARLINGTON TN 38003

Exhibit J

ORIGINAL
FILED

FEB 19 2009

EXECUTIVE SECRETARY
G.P.S.C.

Lance J.M. Steinhart, P.C.
Attorney At Law
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208
Email: lsteinhart@telecomcounsel.com

February 18, 2009

VIA OVERNIGHT DELIVERY

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334

DOCKET# <u>1541B</u>
DOCUMENT# <u>118031</u>

Re: Capital Communications Consultants, Inc.

Dear Mr. McAlister:

Enclosed please find for filing an original and fifteen (15) copies of the Petition For Approval of a Transfer of Control between Capital Communications Consultants, Inc. and Brian Cox.

I have also enclosed an extra copy of this letter to be date-stamped and returned to me in the enclosed preaddressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Capital Communications Consultants, Inc.
and Brian Cox

Enclosures
cc: Mr. Brian Cox

ORIGINAL FILED

FEB 19 2009

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

EXECUTIVE SECRETARY
G.P.S.C.

Petition for Approval for)
Capital Communications Consultants, Inc.)
to Transfer Control to)
Brian Cox)

Docket No.

PETITION FOR APPROVAL OF TRANSFER OF CONTROL

Capital Communications Consultants, Inc. ("Capital") and Brian Cox ("Cox"), hereinafter collectively referred to as "Applicants", by their attorney, and pursuant to Georgia Code, O.C.G.A. Section 46-2-28 and the rules of the Georgia Public Service Commission (the "Commission"), hereby respectfully request the Commission's approval to effectuate a Transfer of Control of Capital to COX. The Parties submit that the transfer of control of Capital described herein is in the public interest. In support of this Joint Petition, the Parties show the following:

I. The Applicants

Capital Communications Consultants, Inc. is a Georgia corporation whose principal offices are located at 611 West Baker Highway, Douglas, Georgia 31533. The Commission issued Capital an Interim Certificate of Authority to Provide Competitive Local Exchange Telecommunications Services within the State of Georgia on May 17, 2002 in Docket No. 15418-U, Certificate No. L-0302.

Additional information concerning Capital was submitted with Capital's applications for certification and is, therefore, a matter of public record. Capital requests that the Commission take official notice of that information and incorporate it by reference.

COX is an individual resident of the State of Tennessee. Mr. Cox is President and CEO, as well as 50% owner of BLC Management LLC d/b/a Angles Communication Solutions ("BLC"). BLC is a Tennessee Limited Liability Company, whose principal offices are located at 11121 Highway 70, Suite 202, Arlington, Tennessee 38002. BLC is currently authorized in Alabama, Arkansas, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, New Jersey, New York, North Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont and Washington to provide local exchange and interexchange services. BLC is currently providing service in Alabama, California, Florida, Illinois, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

II. Designated Contact

The designated contact for questions concerning this Petition is as follows:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse
Suite 115
Alpharetta, GA 30005
(770) 232-9200/Phone
(770) 232-9208/Fax
lsteinhart@telecomcounsel.com/Email

III. Description of Transaction

Applicants have entered into a Stock Purchase Agreement under which COX will purchase 100% of the issued and outstanding capital stock of Capital.

The proposed transaction will provide Capital with greater operating flexibility to pursue operating purposes, including, without limitation, (a) expansion of its telecommunications infrastructure; and (b) improvement of customer service, billing, financial reporting and other management information systems.

There will be no impact on customers as a result of the transaction as it will only result in a change in the ultimate ownership of the service provider. COX does intend to change the Capital name to Angles Communications, and will make any necessary submissions to the Commission and provide any necessary notice to customers once name change is completed.

An organizational chart, showing the current ownership structure and after the transfer is completed, is attached hereto as Exhibit A.

A copy of the Stock Purchase Agreement is attached hereto as Exhibit B.

Financial information for COX is attached hereto as Exhibit C.

IV. Public Interest Showing

The Parties respectfully submit that the proposed transaction is in the public interest and should be approved by the Commission. The following factors demonstrate that the transaction will not harm rates, employees, or the provision of services at just and reasonable rates, and will result in positive benefits to customers and the State of Georgia.

The only change to Capital will be to its ultimate ownership and control and the transfer of control of Capital will be transparent to customers and will not have any adverse impact to them. Upon consummation of the transactions contemplated by the Agreement, Capital will continue to operate under the same operating authority as at present. The proposed transfer of control of Capital involves no disruption, impairment, or other changes in the entity providing service to customers, the facilities used to provide such services, or the rates, terms and conditions of such service.

In addition, Capital will be operated by an experienced management group in providing telecommunications services.

Wherefore, Capital Communications Consultants, Inc. and COX respectfully request that the Commission authorize the proposed Transfer of Control.

Respectfully submitted,



Lance J.M. Steinhart, Esq.
Lance JM Steinhart, PC
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com

Feb 18, 2009
Alpharetta, Georgia

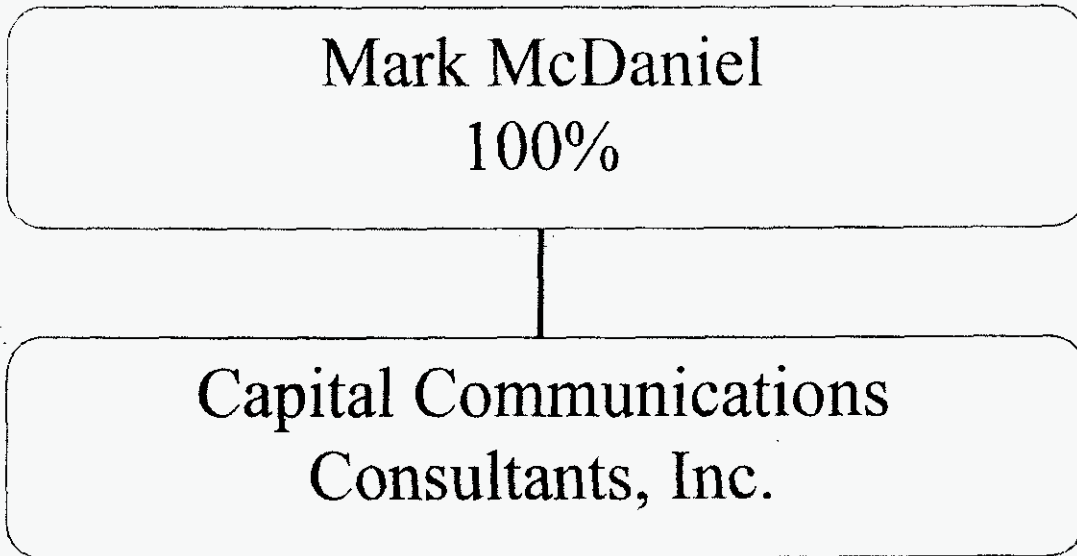
LIST OF EXHIBITS

- Exhibit A Organizational Chart
- Exhibit B Stock Purchase Agreement
- Exhibit C Financial Information

Exhibit A

Organizational Chart

Pre Closing Holding Structure



Post Closing Holding Structure

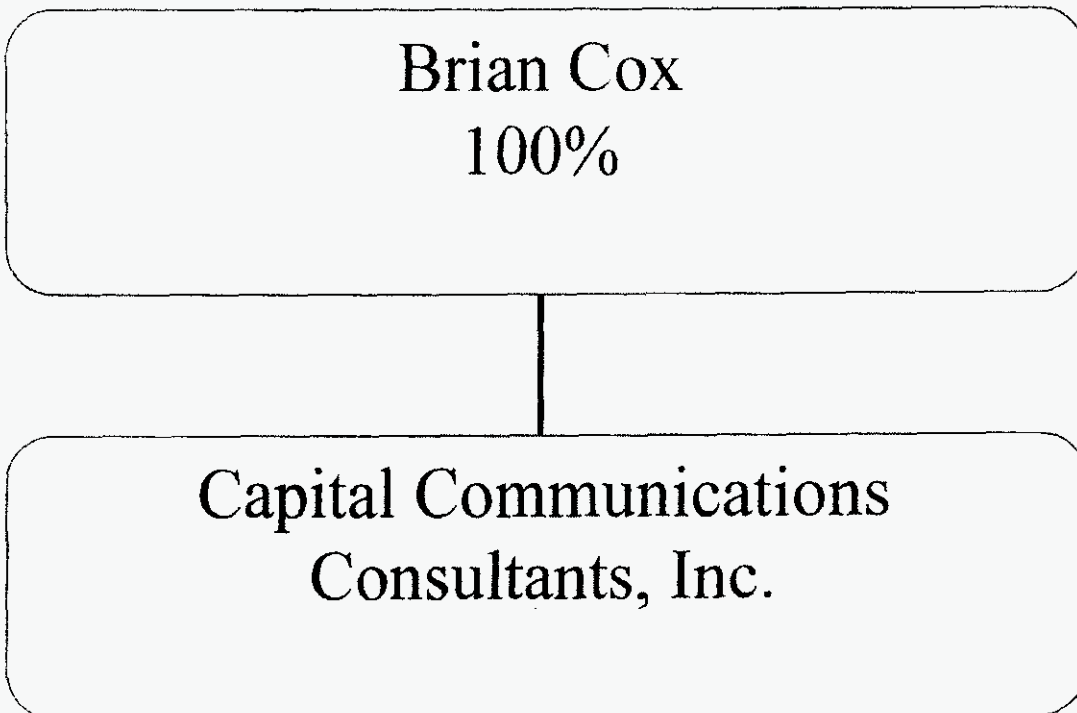


Exhibit B

Stock Purchase Agreement

STOCK PURCHASE AGREEMENT

by and between

BRIAN COX

and

MARK MCDANIEL

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (hereinafter referred to as this "Agreement"), dated as of February 5, 2009, by and between MARK MCDANIEL, an individual resident of the State of Georgia (hereinafter "Seller"); and BRIAN COX, an individual resident of the State of Tennessee ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser have come to an Agreement pursuant to which Purchaser will acquire from MARK MCDANIEL all of the issued and outstanding shares of CAPITAL COMMUNICATIONS CONSULTANTS, INC., a Georgia corporation (hereinafter "CCCI" or the "Company").

WHEREAS, the Seller owns 1,000 shares of the Common Stock, with \$.01 par value (the "Shares"), of CAPITAL COMMUNICATIONS CONSULTANTS, INC., which constitute all of the issued and outstanding shares of capital stock of the Company; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Shares of CCCI at the Price (as hereinafter defined), upon the terms and subject to the conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of Shares, Delivery of Stock Certificates.

(a) Subject to and upon the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller, at the Closing (hereinafter defined), all of Seller's right, title and interest in and to the Shares owned by it, free and clear of all Encumbrances (as defined below). As used in this Agreement, the term "Encumbrances" shall mean liens, claims, charges, pledges, security interests, encumbrances, options, warrants, agreements or restrictions of any kind, whether created in law or equity, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

(b) Seller shall deliver to Purchaser at the Closing, certificates representing the Shares owned by it, duly endorsed or accompanied by stock powers duly executed, with all necessary stock transfer stamps attached thereto and canceled.

(c) Seller shall also deliver at the Closing resignations for all officers and directors of the Company.

2. Purchase Price.

In consideration of the sale, transfer, conveyance, assignment and delivery of all of the Shares (issued or unissued) of CCCI to Purchaser by Seller, upon the terms and subject to the conditions of this Agreement and in reliance upon the representations and warranties made herein by Seller, Purchaser will, in full payment thereof, pay to Seller, a total purchase price of Ten Thousand Dollars (\$10,000) (hereinafter, the "Purchase Price") to be paid as follows: One Thousand Dollars (\$1,000) will be paid to Seller upon execution of this Agreement, and the remaining Nine Thousand Dollars (\$9,000) will be paid to Seller upon receipt of the approval of

the transaction by the Georgia Public Service Commission.

3. **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on February 5, 2009. The Closing shall take place at the offices of Lance J.M. Steinhart, PC in Alpharetta, Georgia or such other time and place as the parties may agree upon in writing (the "Closing Date"). Immediately following the execution of this Agreement, Purchaser shall pay to the Seller the initial Purchase Price of \$1,000, and Seller shall endorse and place all shares in the possession of Lance Steinhart, PC until regulatory approval of the transaction has been obtained from the Georgia Public Service Commission after which the remaining Purchase Price shall be paid and the shares will be released to Purchaser.

4. **Representations and Warranties by Seller and the Company.** Seller and the Company represent and warrant to Purchaser as follows:

(a) **Organization, Standing, Corporate and Documents and Subsidiaries.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. The Company has full corporate power and corporate and regulatory authority to own, lease or operate all of its properties and assets and to carry on its business as and where it is being conducted. Seller has delivered to Purchaser true and complete copies of (i) the Company's certificate of incorporation and all amendments thereto (the "Certificate of Incorporation"); and (ii) the by-laws (the "By-Laws") of the Company as presently in effect. No amendment or other document relating to or affecting the Certificate of Incorporation has been filed since the date of the Certificate of Incorporation delivered herewith, and there are no proceedings by the shareholders of the Company, pending or to each of the Seller knowledge, threatened, either: (i) for the liquidation or dissolution of the Company, or (ii) threatening its existence. The Company does not have any subsidiaries and does not otherwise own any shares of capital stock or any interest in, or control, directly or indirectly, any other corporation, partnership, limited liability company, trust or other entity. The Company has no equity or debt investment in any corporation, partnership, limited liability company, trust or other entity.

(b) **Execution, Delivery and Performance of Agreement; Authority.** (i) Neither the execution, delivery nor performance of this Agreement by the Seller will violate or conflict with or result in a default under any provision of the Company's Certificate of Incorporation or By-Laws or any mortgage, deed of trust, indebtedness, lease, license, authorization, agreement, law, rule or regulation or any order, judgment or decree to which the Company or Seller is a party or by which any of them or their respective properties may be bound or affected; (ii) Seller has the full power and authority to enter into this Agreement and to carry out the transactions

contemplated hereby, and this Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and to rules of law governing specific performance, injunctive relief or other equitable remedies; and (iii) upon consummation of the transactions contemplated by this Agreement and registration of the Shares in the name of Purchaser in the stock records of the Company, the Purchaser will acquire all of the rights of the Seller to the Shares free and clear of any Encumbrance or "adverse claim".

(c) **Capitalization.** The authorized capital of the CCCI consists of Ten thousand (10,000) shares, with \$.01 par value, One thousand (1,000) of which shares are issued and outstanding. There are no options, warrants, calls, rights, commitments or agreements of any character, written or oral, to which the Company, the Seller or affiliate thereof is a party of by which any of them might be bound obligating any of them to issue, deliver, sell repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of the capital stock of the Company or any other security of the Company.

(d) **Ownership of the Shares.** Seller is the owner, of record and beneficially, of all Shares, free and clear of all Encumbrances. All of the Shares have been duly authorized and validly issued, and are fully paid and non-assessable. The Shares are not subject to any preemptive rights, rescission rights or rights of first refusal created by statute, the Certificate of Incorporation or By-laws or any agreement to which the Company, the Seller or any affiliate thereof is a party or by which any of them might be bound. Upon receipt of the complete Purchase Price, Seller will transfer all of their right, title and interest in and to the Shares to

Purchaser.

(e) The Seller has not received any written notice of any cease and desist order, legal action, lawsuit, or legal proceeding which, in the case of any of the foregoing, is currently pending against the Company or any of its properties, rights or authorizations before any court or by or before any governmental body or arbitration board or tribunal. There is no suit, action, investigation or proceeding pending or, to the knowledge of Seller or the Company, threatened against the Company at law or in equity before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, and there is not judgment, decree, injunction, rule or order of any court, governmental department, commission, board, bureau, agency, instrumentality or arbitrator to which the Company is subject.

(f) The Company currently has no customers, and no operations, nor does the company have any outstanding liabilities or debts of any kind whatsoever, except as set forth in Exhibit A hereto, which debt is expressly assumed by Seller, and Seller shall use its best efforts to make sure such debt is paid in full, or forgiven on the books and records of Alltel.

(g) The Company has correctly, properly and timely filed or caused to be filed with the appropriate "Taxing Authorities" (as defined below) all Tax Returns (as defined below) required to be filed by the Company before the Closing Date (taking extensions of filing deadlines into account), and has paid all Taxes shown thereon; all such Tax Returns were correct and complete in all material respects; and all Taxes required to be withheld and paid over by the Company before the Closing Date have been so withheld and paid over. No assessment, deficiency, adjustment or other claim for any Taxes have been asserted, or to the knowledge of

the Seller and the Company proposed, with respect to any Tax Return of the Company, other than asserted claims which have been resolved. There are no Encumbrances on the assets or properties of the Company relating to or attributable to Taxes, other than Encumbrances for Taxes not yet due and payable, which will be paid prior to closing. The Seller is a citizen of the United States, and will provide the appropriate affidavit required by Section 1445(b) of the Code to enable the Purchaser not to withhold a Tax under Section 1445(a) of the Code.

(h) To the best of the Seller's knowledge, other than the consent of the Georgia Public Service Commission, no material consents, authorizations, approvals, filings, registrations or notices are required to be obtained, made or given in connection with the execution, delivery and performance of this Agreement by the Seller.

(i) Intentionally Omitted.

(i) Intentionally Omitted.

(j) There has not been, and there will not be prior to the Closing, any material adverse change with respect to the Company, including its authorization to provide local exchange telephone service in the State of Georgia.

(k) The Company has not received notice of any revocation or modification of any federal, state, local or foreign governmental license, certification, license, tariff, permit, authorization or approval. To the best of the Seller's and the Company's knowledge, the Company has at all times complied with all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or arbitration awards applicable thereto.

(l) No broker, investment banker or other person is entitled to any broker's, finders or other similar fee or commission in connection with the transactions contemplated by this

Agreement based upon arrangements made by or on behalf of the Seller or the Company.

5. **Representations and Warranties by Purchaser.** Purchaser represents and warrants to Seller as follows:

(a) **Organization.** Purchaser is an individual resident of the State of Tennessee.

(b) **Investment Intent.** Purchaser will acquire the Shares for its own account for investment and not with a view to distribution, resale, subdivision or fractionalization thereof. Purchaser has no present plans to enter into any contract, undertaking, agreement or arrangements to sell, distribute, transfer, assign, pledge, encumber or otherwise dispose of the Shares. No other person has a direct or indirect interest in the Shares being acquired by Purchaser pursuant to this Agreement. Purchaser further acknowledges that, in reliance upon applicable exemptions, the sale of the Shares has not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws. Accordingly, the Shares may not be sold, pledge, hypothecated or otherwise transferred unless registered under the Act and state securities laws, or exemptions from such registration are available.

6. **Expenses.** Each party will pay all fees and expenses incurred by it in connection with this Agreement, including but not limited to fees of each party's respective counsel, provided, however, that, all documentary, stamp, excise, transfer, filing, recordation and similar taxes and fees (including all real estate transfer taxes and conveyance and recording fees) imposed by the State of Georgia or any political subdivision thereof on Seller or the Company by reason of the sale of the Shares pursuant to this Agreement, and any accrued or outstanding counsel fees and disbursements of the Company and the Seller, if any, incurred in connection with this Agreement and the transactions contemplated hereby will be borne by the

Seller.

7. **Indemnification.** (a) Seller hereby agrees to indemnify and hold harmless the Purchaser and its affiliates, shareholders, officers, directors, employees, agents, subsidiaries and assigns from, against and in respect of any and all loss, claim, liability, damage, cost, expense, interest, award, judgment, fine and penalties (including reasonable legal fees and expenses) suffered or incurred by them (sometimes hereinafter a "Purchaser Loss") arising out of or resulting from (i) any untrue representation, breach of warranty or nonfulfillment of any covenant or agreement by Seller contained in this Agreement; (ii) any liability to any vendor for the purchase of goods delivered or services rendered prior to the Closing; (iii) any liabilities for wages, employee benefits or severance payments relating to the period prior to the Closing, any liability for Workers' Compensation premiums due with respect to wages paid prior to the Closing; (iv) any liability for Taxes payable by the Company for taxable periods ending or prior to the Closing Date or which begin before and after the Closing Date (with respect to which taxable periods the Tax for which indemnification is hereby provided shall be computed on the basis of items of income, gain, loss and deduction (or, if relevant, sales, employment or transactions) as though the taxable period ended at Closing), other than any liability for Taxes attributable to (A) a transaction entered into by the Company after the Closing, or (B) any election made by the Company or Purchaser after the Closing; (v) any liability arising out of or relating to the operations of the Company after the Closing; and (vi) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including without limitation legal fees and expenses) incident to any of the foregoing or incurred in enforcing this indemnity. It is specifically acknowledged and agreed that, Purchaser shall have no liability or

obligation whatsoever for any debt, liability or obligation of the Company, direct or indirect, fixed, contingent or otherwise, whether arising or existing before or after the Closing Date, and Seller hereby agrees to indemnify, defend and hold harmless Purchaser from and against any of the above.

(b) Purchaser hereby agrees to indemnify and hold Seller harmless from, against and in respect of any and all loss, claim, liability, damage, cost, expense, interest, award, judgment, fine and penalties (including reasonable legal fees and expenses) suffered or incurred by them arising out of or resulting from: (i) any untrue representation, breach of warranty or non-fulfillment of any covenant or agreement by Purchaser to Seller contained in this Agreement; (ii) the failure to make any filing or registration, give any notice or obtain consent, approval or authorization of any governmental or regulatory authority which Purchaser is obligated to make, file or give hereunder; (iii) without limiting clause (iv), any liability for Taxes relating to the Company for taxable periods beginning on or after the Closing Date or ending after the Closing Date (except Taxes that Purchaser is entitled to be indemnified by the Seller as provided in clause (iii) of Section 7 (a) above), including any liability for Taxes attributable to (A) a transaction entered into by the Company after the Closing, or (B) any election made by the Company or Purchaser after the Closing; and (v) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses (including without limitation reasonable legal fees and expenses) incident to any of the foregoing or incurred in enforcing this indemnity.

(c) Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the other party (the "Indemnifying Party") as soon as possible but in no event later than thirty (30) days of becoming

aware of any such claim to indemnification and, as expeditiously as possible thereafter, the facts constituting the basis for such claim. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified party, may assume the defense of any such claim or legal proceeding with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefore, the Indemnified Party may defend against such claim or litigation in such manner as it may deem appropriate, provided, however, that the Indemnified Party may not settle any such claim or litigation without the prior written consent of the Indemnifying Party.

(d) All statements, representations, warranties, indemnities, covenants and agreements made by Seller or Purchaser in this Agreement shall expire two years from the date of the Closing; provided, however, that the statements, representations, warranties, indemnities, covenants and agreements made by Seller with respect to Taxes shall continue in full force and effect until the expiration of the applicable statute of limitations. The right to indemnity under this Section 7 shall survive such expiration if the Indemnified Party shall have notified the Indemnifying Party in accordance with Section 7(c) of its claim for indemnity and of the facts giving rise to such right to indemnity before the expiration of the representation or warranty.

8. **Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return

receipt requested, or by commercial courier or delivery service, addressed to the parties at the address set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid);

(a) If to Seller, to:

Mark McDaniel
611 West Baker Highway
Douglas, GA 31533

(b) If to Purchaser:

Brian Cox
11121 Highway 70, Suite 202
Arlington, Tennessee 38002

9. **Brokers.** (a) Purchaser represents and warrants to Seller that Purchaser has not incurred any obligation or liability, contingent nor otherwise, for brokerage or finder's fees or agent's commissions or other like payment in connection with this Agreement or the transaction contemplated hereby. Purchaser agrees to indemnify and hold Seller harmless against and in respect of any such obligation or liability based on agreements, arrangements or understandings claimed to have been made by Purchaser with any third party not disclosed herein.

(b) Seller represents and warrants to Purchaser that Seller has not incurred any obligation or liability, contingent nor otherwise, for brokerage or finder's fees or agent's commissions or other like payment in connection with this Agreement or the transactions contemplated hereby. Seller agrees to indemnify and hold Purchaser harmless against and in respect of any such obligation or liability based on agreements, arrangements or understandings claimed to have been made by Seller, with any third party not disclosed herein.

10. Taxes.

(a) Any Tax Return that is required to be filed by the Company after the Closing Date and which includes the Closing Date or a period prior thereto (other than Tax Returns relating to taxable period which begin on the Closing Date) will be prepared by the Seller and their advisors at the Seller's expense and provided to the Company (together with the payment of the Seller's Tax liability for Taxes due and owing to the Company attributable to the taxable period or portion thereof up to the Closing) for review by the Company; and the Company shall execute and file such Tax Return and pay any Tax shown thereon. Any Tax Return to be delivered to the Purchaser by the Seller (together with the required Tax payment) shall be delivered at least 10 days prior to the due date of such Tax Return (determined with regard to extensions). In determining the Taxes attributable to the portion of a period up to the Closing (with respect to a taxable period beginning before and ending after the Closing), the Taxes shall be calculated on the basis of items of income, gain, loss and deduction (or, if relevant, sales, employment or transactions) as though the taxable year of the Company terminated at the Closing. In no event shall any amendment to such a tax Return be filed without the prior written consent of the Seller, which consent shall be given provided such amendment does not result, in the judgment of

Seller's tax counsel, in any additional Tax liability to the Seller. In any event that the Company, Purchaser, and the Seller cannot agree as to the treatment of any particular item on a Tax Return prepared by the Seller, as required above, such Tax Return shall reflect the treatment of that item desired by the Seller absent a determination by a nationally recognized accounting firm (not otherwise utilized by any of the parties hereto) which is retained at the expense of the Company to the effect that there is no reasonable basis for the treatment desired by the Seller. In the event of such a determination, however, the Seller may at their expense obtain a determination from another such nationally recognized accounting firm (not otherwise utilized by any of the parties hereto) regarding such treatment, and, if the latter concludes that there is a reasonable basis for such treatment, the Tax Return shall reflect the treatment desired by the Seller.

(b) The Seller shall have full responsibility and discretion in the handling, at the Seller's expense, of any Tax Controversy with respect to any item that would give rise to a payment of Tax for which the Seller would be liable, under Section 7 hereof, including an audit, a protest to the Appeals Division of the IRS, or any other administrative proceeding and litigation in Tax Court or any other court of competent jurisdiction (a "Tax Controversy"), involving a Tax Return of the Company, provided that with respect to any item that would give rise to a payment of Tax for which the Seller would be liable, the Seller each deliver to the Company (if requested by the Company) a written notice acknowledging the indemnification liability under Section 8. In the course of any Tax Controversy described in the preceding sentence, the Company and Purchaser shall act in accordance with the reasonable directions of the Seller and shall take any position or other action reasonably requested by Seller. In the event there is a dispute as to the reasonableness of any direction or action requested by Seller, the

authority, and any judicial or administrative proceedings relating to the liability of the Company for Taxes with respect to taxable periods of the Company ending on or before the Closing Date or which include the Closing, and each of the parties shall retain, until the expiration of all applicable statutes of limitation (including extensions), and provide the other parties with copies of, any records or information which may be relevant to such return, claim or refund, audit or examination, proceedings or determination.

(e) For purposes of this Agreement: (i) "Taxes" means all taxes or assessments of any kind imposed by any United States federal, state or local taxing authority or by any foreign taxing authority, including but not limited to income, gross receipts, excise, property, sales, transfer, payroll, ad valorem, value added, withholding, social security, national insurance (or other similar contributions or payments), and franchise taxes, including any interest, penalty, or additions thereto; (ii) "Tax Return" means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof; and (iii) "Taxing Authority" means any governmental authority responsible for the imposition or collection of any Tax.

11. **Miscellaneous.** (a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all of the parties hereto. This Agreement contains all of the representations, warranties and indemnities relied upon by Seller and Purchaser in entering into this Agreement and the agreements relating hereto, and consummating the transactions contemplated hereby and thereby. No party hereto may maintain any action in respect of or relating to this Agreement or the agreements relating hereto,

or the transactions contemplated hereby or thereby, based on any representation, written or oral, that is not contained in this Agreement.

(b) No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(c) This Agreement shall be binding upon and inure to the benefit of each party hereto, and its successors and assigns, and each individual party hereto and his heirs, personal representatives, successors and assigns.

(d) The paragraph heading contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.

(e) For a period of one year after the Closing (or, with respect to matters addressed in Section 4(f), 8 and 11, for such longer periods as may be necessary under those Sections), each party hereto shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

(f) This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

(g) This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely therein, without regard to conflicts of law rules or principles.

(h) If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision shall not in any manner affect or

render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

(i) Purchaser and Seller each acknowledge and agree that any controversy which may arise under this Agreement would be based upon difficult and complex issues and therefore, Purchaser and Seller each agree that any court proceeding arising out of any such controversy will be tried in a court of competent jurisdiction by a judge sitting without a jury.

(j) This Agreement shall be construed and enforced without the aid of any canon or rule of law requiring construction against the party drawing or causing this Agreement to be drawn.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER:

BRIAN COX

SELLER:

MARK MCDANIEL

Exhibit C

Financial Information for COX

BLC Management LLC
Balance Sheet
As of December 31, 2007

Dec 31, 07

ASSETS	
Current Assets	
Checking/Savings	
Bank - First Citizens	248,029.36
Bank - First Citizens-Savings	21,148.82
Rentel	3,000.00
Total Checking/Savings	272,178.18
Accounts Receivable	
A/R SC TX Link	97,491.62
Accounts Receivable	41,969.58
Total Accounts Receivable	139,461.20
Other Current Assets	
Accounts Receivable-Bell Custs	206,056.39
BUILDING LOAN-KLLC	2,500.00
CABS Clearing Account	143,000.00
Clearing Account	424.88
Employee Advances	5,281.06
Prepaid Taxes	1,328.27
Retainer	22,794.96
Total Other Current Assets	381,385.56
Total Current Assets	793,024.94
Fixed Assets	
Accumulated Depreciation	-60,682.00
Automobiles and Trucks	70,566.25
Furniture and Fixtures	20,815.71
Office Equipment	
Reimbursement	99.08
Office Equipment - Other	35,163.90
Total Office Equipment	35,262.98
Total Fixed Assets	65,962.94
Other Assets	
Business Loan - DTM	61,315.86
Total Other Assets	61,315.86
TOTAL ASSETS	920,303.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	15,243.42
Total Accounts Payable	15,243.42
Credit Cards	
Capital One Visa	1,792.40
Total Credit Cards	1,792.40
Other Current Liabilities	
Payroll Liabilities	5,674.76
Telecomm Taxes Payable	4,942.07
Tenn F&E Payable	1,144.00
Total Other Current Liabilities	11,760.83
Total Current Liabilities	28,796.65
Total Liabilities	28,796.65

	Dec 31, 07
Equity	
Member Capital	
Brian Cox	
Capital	-33,187.86
Drawing	-145,979.20
Total Brian Cox	-179,167.06
Laura Cox	
Capital	-97,320.59
Total Laura Cox	-97,320.59
Member Capital - Other	75,000.00
Total Member Capital	-201,487.65
Retained Earnings	103,622.90
Net Income	989,371.84
Total Equity	891,507.09
TOTAL LIABILITIES & EQUITY	920,303.74

BLC Management LLC
Profit & Loss
 January through December 2007

Jan - Dec 07

Ordinary Income/Expense	
Income	
Sales	34.20
Telecommunications Services	6,081,797.77
Total Income	6,081,831.97
Cost of Goods Sold	
Equipment/Product for Resale	2,622.57
Refunds	2,323.84
Telecomm Direct Costs	
3rd Party Verification	1,264.71
After Hours Order Taking	8,020.00
Cellular Phone Service	20,000.00
Customer Contact Calls	6,660.69
Dial Up Internet Service	559.64
Invoice Printing	18,421.77
Long Distance Charges	1,057,211.10
Switching and Other Services	2,003,882.42
Telecom Software	209,363.05
Voicemail Expense	13,182.47
Telecomm Direct Costs - Other	77,325.33
Total Telecomm Direct Costs	3,415,891.18
Total COGS	3,420,837.59
Gross Profit	2,660,994.38
Expense	
Advertising	
Newspaper	416.25
Rack Cards	1,526.49
Signage	125.69
Advertising - Other	16,831.21
Total Advertising	18,899.64
Automobile Expense	14,590.54
Bank Service Charges	
Credit Card Acceptance Charges	331.42
Bank Service Charges - Other	404.51
Total Bank Service Charges	735.93
Banners	
Boxes	630.00
Banners - Other	67,430.00
Total Banners	68,060.00
Bill Printing and Mailing	105,855.66
Call Center	
Office Supplies	255.07
Travel	205.55
Call Center - Other	18,212.73
Total Call Center	18,673.35
Contributions	
Webhosting	1,283.40
Contributions - Other	978.00
Total Contributions	2,261.40
Credit Card Process Fees	29,388.82
Design	86.66
Dial Up Internet	69,211.64
Domain Name	210.00
DSL Service	8,905.04
Dues and Subscriptions	140.00
Employee Education	3,966.39
Guaranteed Fee	36,400.00
Guaranteed Payment to Partner	6,650.00LB

	Jan - Dec 07
Independent Contractors	
agent	88,683.72
Contract Labor	8,592.25
Independent Contractors - Other	336,731.73
Total Independent Contractors	434,007.70
Inspection Fee	200.00
Insurance	
Health	11,535.48
Liability Insurance	9,452.60
Insurance - Other	11,080.41
Total Insurance	32,068.49
Interest Expense	54.00
Lease Building	
Advertising	352.75
Store 1	0.00
Store 2	0.00
Lease Building - Other	1,600.00
Total Lease Building	1,952.75
Legal Fees	
Filing Fees	33,599.90
Litigation	110,202.85
Legal Fees - Other	13,724.09
Total Legal Fees	157,526.84
Licenses and Permits	934.57
Loan	
DialTone	3,500.00
Total Loan	3,500.00
loan payment	
SC TXLink	499.83
Total loan payment	499.83
Meals and Entertainment	8,406.56
Office Supplies	
General Supplies	253.27
Office Supplies - Other	22,260.71
Total Office Supplies	22,513.98
Payroll Expenses	
Commission Expense	50,400.00
Payroll Tax Expense	174.77
Salaries and Wages	2,349.72
Payroll Expenses - Other	332,532.18
Total Payroll Expenses	385,456.67
Postage and Delivery	
Fed Ex	2,032.79
Source One Transportation	565.21
Postage and Delivery - Other	6,279.04
Total Postage and Delivery	8,877.04
Printing and Reproduction	49,409.20
Processing fee	228.80
Professional Fees	
Accounting	3,764.00
Consulting	24,830.88
Professional Fees - Other	71,008.45
Total Professional Fees	99,603.33
Promotional	630.93
Rent	36,795.00

Exhibit K



COMMISSIONERS:

H. DOUG EVERETT, CHAIRMAN
LAUREN "BUBBA" McDONALD, JR.
ROBERT B. BAKER, JR.
CHUCK EATON
STAN WISE

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE McALISTER
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
(800) 383-5813

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-5701

FILED

FAX: (404) 656-2341
www.psc.state.ga.us

MAR 20 2009

LETTER ORDER
Docket Nos. 15418 & 24242
March 18, 2009

EXECUTIVE SECRETARY
G.P.S.C.

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse
Suite 115
Alpharetta, GA 30005

DOCKET# 15418, 24242
DOCUMENT# 118747, 118748

Dear Mr. Steinhart:

On February 19, 2009, Capital Communications Consultants, Inc. ("Capital") and Brian Cox, majority owner of BLC Management LLC ("Cox") filed a joint application with the Georgia Public Service Commission ("Commission") for Approval to Transfer Control of Capital to Cox pursuant to the terms of an Stock Purchase Agreement in which Cox has agreed to purchase 100% of the issued and outstanding stock of Capital. At the conclusion of the transaction, Capital will be a wholly owned direct subsidiary of Cox. As a result of the transaction, Cox will provide Capital with greater operating flexibility, expansion of telecommunications infrastructure and improvements of customer services, billing, financial reporting and other information reporting systems. There will be no change to Capital's current rates, terms and conditions. Cox does intend to change the Capital name to Angles Communications and will make any necessary submission to the Commission and provide any necessary notice to customers, once the transaction herein is consummated.

Capital and BLC Management LLC are certified in Georgia to provide competitive local exchange services and resold interexchange telecommunications services pursuant to certificates of authority numbers L-0302 and R-1021, respectively.

During its Administrative Session of March 17, 2009, the Commission considered the above-referenced item and found it to be reasonable and proper. The Commission also found that it was appropriate without the need for a hearing in this matter. Approval of this transaction is expressly based on the representation contained in the application filed on February 19, 2009. The Commission reserves the right to later revisit this matter and issue any further orders as it may deem necessary.

ORDERED, that the application of Capital Communications Consultants, Inc. and BLC Management, LLC to Transfer Control to Brian Cox pursuant to the Stock Purchase Agreement as described in the body of this order is hereby approved.

ORDERED FURTHER, that the authority granted herein is contingent upon the approval of any other regulatory body having jurisdiction over this matter.

ORDERED FURTHER, that within 30 days of completion of the financing transaction, the Company shall file a full and complete report on the final disposition.

ORDERED FURTHER, to the extent Cox desires to amend the existing Capital certificate on file with the Commission, it shall wait until after the consummation of the transaction stated herein before applying to do so.

ORDERED FURTHER, that the Commission hereby waives a hearing in this matter.

ORDERED FURTHER, that jurisdiction over this matter is expressly retained for the purpose of entering such further order or orders, as this Commission may deem just and proper.

ORDERED FURTHER, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

The above by action of the Commission in Administrative Session on March 17, 2009.



Reece McAlister
Executive Secretary

DATE: 3-18-09



H. Doug Everett
Chairman

DATE: 3-18-09

RM/HDE/MR

Exhibit L

Ruth Nettles

From: Angela Janssen [ajanssen@telecomcounsel.com]
Sent: Thursday, September 25, 2008 1:37 PM
To: Filings@psc.state.fl.us
Cc: Lance Steinhart
Subject: BLC Management, LLC d/b/a Angles Communications Solutions
Attachments: FL Affidavit Filing.pdf

Attached please find the executed Affidavit requested by Commission for BLC Management, LLC d/b/a Angles Communications Solutions - Docket No. 080157-TX.

Thank You -

Angela M. Janssen, Legal Assistant
Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
www.telecomcounsel.com
(678) 775-2253 (Direct Dial)
(678) 775-1193 (Direct Fax)
e-mail: ajanssen@telecomcounsel.com

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DOCUMENT NUMBER - DATE

09040 SEP 25 08

FPSC-COMMISSION CLERK

9/25/2008

Lance J.M. Steinhart, P.C.
Attorney At Law
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200

Facsimile: (770) 232-9208

Email: lsteinhart@telecomcounsel.com

September 25, 2008

VIA ELECTRONIC FILING

Beth Salak, Director
Division of Competitive Markets & Enforcement
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Bldg.
Tallahassee, Florida 32399-0850
(850) 413-6770

RE: BLC Management, LLC d/b/a Angles Communications Solutions
Docket No. 080157-TX

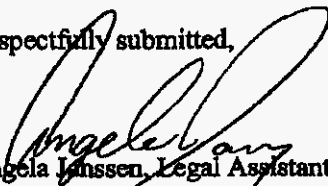
Dear Ms. Salak:

Pursuant to staff request, enclosed please find one original and six (6) copies of BLC Management, LLC d/b/a Angles Communications Solutions' executed Affidavit for the above-referenced docket.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding this matter, please do not hesitate to call me. Thank you for your attention to this matter.

Respectfully submitted,


Angela Janssen, Legal Assistant to
Lance J.M. Steinhart, Esq.
Attorney for BLC Management, LLC
d/b/a Angles Communications Solutions

Enclosures

cc: Mr. Brian Cox
Bob Casey - via e-mail
Curtis Williams - via e-mail

DOCUMENT NUMBER-DATE

09040 SEP 25 08

FPSC-COMMISSION CLERK

AFFIDAVIT

State of Tennessee
County of Shelby

BEFORE ME, the undersigned authority, appeared Brian Cox, who deposed and said:

My name is Brian Cox, I am employed by BLC Management LLC d/b/a Angles Communication Solutions, located at 11121 Highway 70, Suite 202, Arlington, Tennessee 38133 as its Manager. I am an officer of the Company and am authorized to give this affidavit on behalf of the Company. This affidavit is being given to support the Eligible Telecommunications Carrier petition filed by my Company with the Florida Public Service Commission (PSC).

Company hereby certifies the following:

1. Company will follow all Florida Statutes, Florida Administrative Rules, and Florida PSC Orders relating to Universal Service, Eligible Telecommunications Carriers, and the Florida Link-Up and Lifeline Program.
2. Company will follow all FCC rules, FCC Orders, and regulations contained in the Telecommunications Act of 1996 regarding Universal Service, ETCs, Link-Up and Lifeline, and toll limitation service.
3. Company agrees that the Florida PSC may revoke a carrier's ETC status for good cause after notice and opportunity for hearing, for violations of any applicable Florida Statutes, Florida Administrative Rules, Florida PSC Orders, failure to fulfill requirements of Sections 214 or 254 of the Telecommunications Act of 1996, or if the PSC determines that it is no longer in the public interest for the company to retain ETC status.
4. Company understands that if its petition for ETC status is approved, it will be for limited ETC status to provide Link-Up, Lifeline, and toll-limitation service only, and the Company will be eligible only to receive low-income support from the Universal Service Fund.
5. Company understands that it may only receive reimbursement from the Universal Service Administrative company (USAC) for active customer Link-Up and Lifeline access lines which are provided using its own facilities or using access lines obtained as wholesale local platform lines (formerly UNE lines) from another carrier. The Company shall not apply to USAC for reimbursement of Link-Up and Lifeline access lines obtained from an underlying carrier which already receive a Lifeline and/or Link-Up credit provided by the underlying carrier.
6. Company understands that the PSC shall have access to all books of account, records and property of all eligible telecommunications carriers.
7. Company understands that low income support reimbursed by USAC for toll limitation service is available only for the incremental costs that are associated exclusively with toll limitation service.

8. Company agrees that upon request, it will submit to the PSC a copy of Form 497 forms filed with USAC to:
 Florida Public Service Commission
 Division of Regulatory Compliance, Market Practices Section
 2540 Shumard Oak Drive
 Tallahassee, Florida 32303
9. Company understands that in accordance with the Florida Lifeline program, eligible customers will receive a \$13.50 monthly discount on their phone bill, \$3.50 of which is provided by the ETC, and \$10.00 of which is reimbursable from the Federal Universal Service Fund.

FURTHER AFFIANT SAYETH NOT.

[Signature] 08/27/08
 Signature Date
 Brian Cox
 Printed Name

Business Address:
 11121 Highway 70, Suite 202
 Arlington, Tennessee 38133

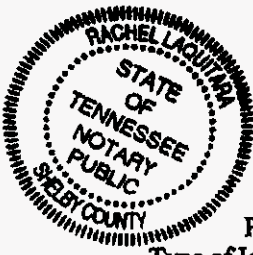
State of TN
 County of Shelby

Acknowledged before me this 8th day of Sept, 08, by Brian Cox, as CEO of Company, who is personally known to me or produced identification and who did take an oath.

[Signature]
 NOTARY PUBLIC

Rachel Lagitza
 Printed Name of Notary

MY COMMISSION EXPIRES
 08/2012



Personally Known
 Produced Identification _____
 Type of Identification Produced _____

Exhibit M

2008 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M04000002879

**FILED
Jul 07, 2008
Secretary of State**

Entity Name: BLC MANAGEMENT LLC

Current Principal Place of Business:

11121 HWY 70
SUITE 202
ARLINGTON, TN 38002

New Principal Place of Business:

Current Mailing Address:

11121 HWY 70
SUITE 202
ARLINGTON, TN 38002

New Mailing Address:

FEI Number: 62-1848149 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**
In accordance with s. 607.193(2)(b), F.S., the limited liability company did not receive the prior notice.

Name and Address of Current Registered Agent:

INCORP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM () Delete
Name: J-BALK, INC.,
Address: 9107 VAUGHN COVE
City-St-Zip: MEMPHIS, TN 38133

Title: MGR () Delete
Name: VANCE AND RICHARDS,, INC.
Address: 522 KINGS OAKS COVE
City-St-Zip: COLLIERVILLE, TN 38017

Title: MGR () Delete
Name: SOLOMON SYNERGY, INC.,
Address: 3409 WRISTER COVE
City-St-Zip: BARTLETT, TN 38135

ADDITIONS/CHANGES:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: BRIAN COX

CEO

07/07/2008

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

Exhibit N

**STATE OF FLORIDA
FLORIDA PUBLIC SERVICE COMMISSION**

AFFIDAVIT AND CERTIFIED COPY OF A COMMISSION RECORD

BEFORE ME, the undersigned Notary Public of the State of Florida, on this 15th day of October, 2010, personally appeared Ann Cole, known to me to be a credible person and of lawful age, who being by me first duly sworn, on her oath, deposes and says:

1. I am the Commission Clerk of the Office of Commission Clerk for the Florida Public Service Commission, State of Florida.

2. In my capacity as Commission Clerk, I hereby certify the attached Information Background for September 7, 2010 Meeting with ATMS (4 pages) is a true and correct copy of such record found in the official records of the Florida Public Service Commission.

ATTESTED THIS 15th day of October, 2010, in Leon County, State of Florida.



Ann Cole, Commission Clerk
Office of Commission Clerk

**State of Florida
County of Leon**

Sworn to (or affirmed) and subscribed before me
this 15th day of October, 2010.




(Signature of Notary Public - State of Florida)
Personally Known XX



Information Background for September 7, 2010 Meeting with ATMS

I) Failure to Provide Accurate Information to Regulators

- i) Paul Watson, Chief Operating Officer of ATMS, provided Direct Testimony on February 8, 2010, to the South Carolina PSC stating that LifeConnex had not been audited by USAC or any other entity pertaining to Lifeline and Link-Up (See South Carolina Docket 2009-414-C). (In a subsequent June 23, 2010 meeting with the South Carolina PSC, ATMS admitted that a USAC audit of LifeConnex had been going on for approximately three years.)
- ii) In a August 20, 2010 letter to the PSC Director of the Regulatory Analysis Division, ATMS responded to Thomas Biddix's statements that "LifeConnex passed the USAC audit with flying colors." The ATMS letter states that "at no time before or after the purchase of LifeConnex on September 1, 2009, was Mr. Biddix led to believe by USAC staff that there were any issues or problems regarding the audit." (The USAC audit results were e-mailed to Thomas Biddix on February 12, 2010. E-mail correspondence provided to the PSC by ATMS show Thomas Biddix forwarded the audit results to Paul Watson, ceo@telecomgroup.com, Angie Watson, and Steve Watson on February 13, 2010.)
- iii) 
- iv) ATMS companies may not be providing correct revenue information on their PSC regulatory assessment fee (RAF) returns or paying the correct amount of RAFs (possible violation of Section 364.336, Florida Statutes, and Rule 25-4.0161, Florida Administrative Code). The Florida Gross Operating Revenue on LifeConnex's 2009 RAF Return showed a huge decrease from 2008. After staff questioned the large revenue change, LifeConnex filed an amended RAF return adjusting the gross revenue for 2009 and paying more RAFs.
- v) The July 29, 2010 ATMS Motion to Quash states that "BLC does not have any Florida Lifeline customers." BLC Management responses to staff data requests on March 22, 2010 and May 7, 2010 show BLC appears to have Lifeline customers in the State of Florida. A September 3, 2010 check of BLC Management's Web site also shows a Florida Lifeline application.
- vi) ATMS refused staff's request to provide a copy of a Universal Service Administrative Company audit completed on LifeConnex Telecom, a

Information Background for September 7, 2010 Meeting with ATMS


ATMS company in Alabama which also provides service in Florida (possible violation of Section 364.183(1), Florida Statutes).

II) Questionable Activities

- i) The Florida Real Estate Commission found Thomas Biddix guilty of violating Section's 475.25(1)(a), 475.25(1)(b), 475.25(1)(e), 475.25(1)(k), 475.42(1)(b), and 475.42(1)(d), Florida Statutes, for depositing an escrow check in his personal checking account (FDPR case No. 9281261). Subsequent to that finding, Mr. Biddix was found guilty of failure to timely follow the provisions of a lawful order of the Florida Real Estate Commission in violation of § 475.25(1)(e), Florida Statutes, for not enrolling in a licensure course as ordered. Mr. Biddix's Florida Real Estate license was suspended twice and is now null and void.
- ii) BLC Management d/b/a Angles Communications (BLC), had its CLEC certificate cancelled for failure to pay regulatory assessment fees (see PSC-08-0617-TX). BLC is presently doing business in Florida without a competitive local exchange certificate (possible violation of Rule 25-24.805, Florida Administrative Code.) BLC did not file and/or maintain a company price list at the PSC (possible violation of Rule 25-24.825, Florida Administrative Code.)
- iii) The PSC Bureau of Consumer Assistance has received multiple consumer complaints regarding improper disconnects, slamming, and improper bills by ATMS companies in possible violations of Rule 25-4.118, Florida Administrative Code, 47 C.F.R. §64.1120, Rule 25-4.083(2), Florida Administrative Code, and Section 364.107, Florida Statutes.
- iv) Complaints forwarded to ATMS companies by the PSC Bureau of Consumer Assistance are not being responded to within a 15-day period (possible violation of Rule 25-22-032, Florida Administrative Code).
- v) Staff has concerns over the findings of the Universal Service Administrative Company Universal Service Low-Income audit of an ATMS company, LifeConnex Telecom in Alabama. After ATMS refused to provide a copy of the findings to staff, a copy of the audit findings was obtained from the Federal Communications Commission (see Docket No. 100000-OT, Confidential Document No. 07330-10).
- vi) Staff has concerns over an ATMS vendor, Database Engineers, Inc., whose officers include Christopher Watson and Brian Cox. The FBI began investigating Database Engineers in 2009, and the U.S. Department of Justice in Tampa filed a lawsuit against Database Engineers, Inc. in May 2010, charging criminal copyright infringement regarding six websites.

Information Background for September 7, 2010 Meeting with ATMS

III Allegations Received by the PSC

- i) ATMS is "Cycloning" customers between sister companies for the purpose of claiming duplicate Link-up subsidies and duplicate non-recurring toll limitation service (TLS) subsidies after 30-45 days of service resulting in overpayment of Universal Service Funds (possible violations of Rule 25-4.118, Florida Administrative Code, 47 C.F.R. §64.1120, Rule 25-4.083(2), Florida Administrative Code, and Section 364.107, Florida Statutes.)
- ii) ATMS companies pass customer information (including self certification forms) to wholly-controlled marketing companies for the purpose of "Cycloning" customers to another wholly-controlled phone company (possible violation of Section 364.107, Florida Statutes.)
- iii) USA Freephone, an ATMS marketing company, receives calls from end users and places the Lifeline applicant with any ATMS company USA Freephone chooses (possible violations of Rule 25-4.118, Florida Administrative Code, and Section 364.107, Florida Statutes).
- iv) 
- v) ATMS does not provide written notices of disconnection to customers (possible violation of Rule 25-24.825, Florida Administrative Code).
- vi) ATMS is violating CPNI requirements by sharing wholesale customer information with sister ATMS companies (possible violations of Section 364.107, Florida Statutes and 47 C.F.R. § 64.2005).
- vii) ATMS companies are receiving Link-Up reimbursement from USAC but do not charge new applicants a hook-up fee resulting in overpayment of Universal Service Funds (possible violation of 47 C.F.R. §54.413(b).)
- viii) Lifeline subscriber numbers submitted to USAC by ATMS companies for reimbursement on Form 497 may not match actual number of subscribers resulting in overpayment of Universal Service Funds (possible violation of 47 C.F.R. §54.407.)
- ix) Resold Lifeline lines purchased from and claimed at USAC by the underlying carrier are possibly being claimed by ATMS companies resulting in overpayment of Universal Service Funds (possible violation of 47 C.F.R. §54.201.)
- x) ATMS companies provide Lifeline Service to consumers and collect USF funds for customers before Lifeline applicants sign a Lifeline certification

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form certifying that they participate in a qualifying program and are eligible to receive Lifeline resulting in overpayment of Universal Service Funds (possible violation of 47 C.F.R. §54.401(a)(1)).

- x i) Some ATMS companies designated as ETCs provide the required nine services using 100% resale service (possible violation of 47 C.F.R. §54.201(d)(1)).*
- x ii) All ATMS associated companies have not been disclosed (possible violation of Section 364.183(1), Florida Statutes).*
- x iii) All owners and officers of ATMS have not been disclosed (possible violation of Section 364.183(1), Florida Statutes.)*
- x iv) ATMS companies are operating as a single entity which appears to be a contradiction to an ATMS data request response stating that each of the ATMS companies are independent and stand on their own.*