

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: September 20, 2010
TO: Ann Cole, Commission Clerk, Office of Commission Clerk
FROM: Catherine S. Beard, Regulatory Analyst II, Division of Regulatory Analysis *CSB PC*
RE: 090426-TX – Document to be Included in the Docket file

Please file the attached documents in the docket file for Docket No. 090426-TX. These documents include Absolute Home Phone's responses to staff's data requests numbers 44-64 and numbers 65-79, emailed by Lance Steinhart and Charlotte Lacey to Catherine Beard. If you have any questions, please let me know.

RECEIVED FPSC
10 SEP 21 AM 8:33
COMMISSION
CLERK

SEP 21 2010
07869 SEP 21 2010
FPSC-COMMISSION CLERK

Catherine Beard

From: Lance Steinhart [lsteinhart@telecomcounsel.com]
Sent: Tuesday, January 19, 2010 10:57 PM
To: Catherine Beard
Cc: Bob Casey; Beth Salak; Bob Trapp; Charlotte Lacey; chrispeltier@live.com
Subject: RE: Additional questions for Absolute Home Phones, Inc. regarding the petition for ETC status in Florida
Follow Up Flag: Follow up
Flag Status: Red
Attachments: Sample Invoice.pdf

Catherine, please see the responses below, and let me know if you need any additional information. Thank you.
 (Can you confirm that bob casey received this e-mail?)

Lance J.M. Steinhart
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e-mail: lsteinhart@telecomcounsel.com

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From: Catherine Beard [mailto:CBeard@PSC.STATE.FL.US]
Sent: Friday, January 08, 2010 9:09 AM
To: Lance Steinhart
Cc: Bob Casey; Beth Salak; Bob Trapp; Charlotte Lacey
Subject: RE: Additional questions for Absolute Home Phones, Inc. regarding the petition for ETC status in Florida

That would fine. Your company may avail itself of the statutory confidential provisions of Section 364.183, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, if it believes it is necessary to comply with this data request. Thanks.

From: Lance Steinhart [mailto:lsteinhart@telecomcounsel.com]
Sent: Thursday, January 07, 2010 4:49 PM
To: Catherine Beard
Cc: Bob Casey; Beth Salak; Bob Trapp; Charlotte Lacey
Subject: RE: Additional questions for Absolute Home Phones, Inc. regarding the petition for ETC status in Florida

Catherine, can I reply to this e-mail with answers inserted below?
 Thx.

9/20/2010

DOCUMENT RECEIVED

07869 SEP 21 09

FPSC-COMMUNICATIONS CLERK

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From: Catherine Beard [mailto:CBeard@PSC.STATE.FL.US]
Sent: Thursday, January 07, 2010 11:35 AM
To: Lance Steinhart
Cc: Bob Casey; Beth Salak; Bob Trapp
Subject: Additional questions for Absolute Home Phones, Inc. regarding the petition for ETC status in Florida

Below are additional questions regarding Absolute's petition for ETC status in Florida. Please respond to the following questions by February 2, 2010. For questions, please contact myself or Bob Casey at (850) 413-6974. Thanks.

44. What is the status of Absolute's pending applications in Kentucky and North Carolina for ETC status? North Carolina was approved on January 19, 2010, and we expect Kentucky to be approved in the next 30 days.
45. How many customers is Absolute currently serving in Kentucky and North Carolina? Kentucky - 136 North Carolina - 360
46. Has Absolute filed for ETC status in any additional states since the November 20th first data request responses? No
47. Is Absolute still not serving any customers in Florida? If it is, how many are residential, business, resale, UNE, and Lifeline? Absolute has 153 Florida customers all resale. Absolute is currently in negotiations with AT&T to obtain a commercial contract, once obtained will begin provisioning lines on AT&T's UNE platform.
48. In response to data request question number 6, Absolute responded, "not applicable." Please explain this answer. This answer was inadvertent. Absolute intends to offer Lifeline Service in Florida within 30 days of obtaining ETC designation.
49. Does Absolute interconnect with any ILEC or CLEC other than AT&T? No.
50. In response to data request question number 12, Absolute stated it did not have a sample customer bill to provide because it has no customers at this time. If Absolute serves customers in another state, please provide a sample customer bill for that state. Please see attached.
51. Regarding Absolute's response to data request number 13, please breakdown the cost to administer per 9/20/2010

customer/per month and indicate whether the monthly recurring charge and one time charge are exact costs from Absolute's underlying carrier.

Absolute Home Phone will be providing/offering Toll block and Toll Control to its customers.

1. Toll Block will be implemented by installing an ILEC CREX block on the line. As of 1/1/10, AT&T charges the following for the block:

One-time installation charge	\$7.82
Monthly recurring charge	\$4.69

We will be requesting this amount as reimbursement from USAC.

We will also be requesting a one-time administrative/explanation/labor cost of \$1/line. We have performed an internal analysis to justify this cost/recovery.

2. Toll Control will be offered as well, in the form of pre-paid, bundled minutes of interexchange access. We are completing negotiations with an LD carrier at this time and it looks as though they will be charging us the following rates:

One-time activation fee for toll control	\$2.99
Monthly recurring rate for toll control	\$1.99
Per minute usage rate	\$.01

We will be requesting the Toll control activation fee and monthly recurring fees as reimbursement from USAC. We like this model because it allows us the opportunity to pass along an interexchange per-minute rate to our customers that is one quarter of the rate that AT&T charges their retail customers for interexchange access.

52. In response to data request question number 15, Absolute stated, "Yes, Link-up..." was this supposed to state Lifeline, instead of Link-Up? Yes

53. In response to data request question number 22, the last sentence states that a customer can choose a plan with caller ID and call waiting, as part of the "promotional premier package." Is this what is mentioned on the advertisement postcard that was provided as Exhibit 6? Yes.

54. Is Absolute willing to offer advertising in languages other than English? Yes.

55. In response to data request number 29, Absolute provided a breakdown of plans and prices in Florida. However, in the last sentence, it states, "...price does not include taxes and surcharges." Please list the taxes and surcharges.

Tax and Surcharges:

Communications Services Tax	1.21
E 911	0.50
FCC Authorized Line Charge	6.50
Federal Excise Tax	0.27
Statutory Gross Receipts	1.04
Telecommunications Relay Service Surcharge	0.11

56. Describe the relationship between Absolute and Lost Key Telecom, per response to data request number 35 and provide a copy of the contract between the two companies. At the time of the previous response, the plan was to have Lost key Telecom file form 497, however, Absolute now intends to use CGM to file form 497. No contract is in place between Absolute Home Phones, Inc. and CGM at this time.

57. In response to data request number 43, is Absolute aware that a Florida Lifeline customer cannot be denied service because of a past due bill? Yes.
58. How many customers does Absolute anticipate in Florida, and of those estimate the number who will qualify for Lifeline? Absolute anticipates on acquiring approximately 200-400 customers per month in the state of Florida with the majority being Lifeline (Approximately 90%).
59. In response to data request number 1, Absolute states it does not operate in or provide Lifeline in any states. Staff has information that Absolute has received CLEC certificates in other states and its tariffs include Lifeline. Please review data request number 1 and provide correct information. At the time of the previous response, Absolute Home Phones, Inc. had not yet established its billing accounts with AT&T. Absolute has since obtained these accounts and currently offers Lifeline through AT&T's resale platform.
60. Applicants applying for Lifeline service must provide proof of income and the ETC must maintain that proof for use in a possible audit. Absolute's sample Lifeline application has a box to check for "below federal poverty level." Is Absolute aware that applicants using income criteria for certification cannot be automatically enrolled in Lifeline? Yes.
61. Exhibit 6 of Absolute's responses to Staff's 2nd data request states that "Telecom Service Bureau, Inc. proudly brings your area..." What is the relationship between Telecom Service Bureau, Inc. and Absolute? Please provide copies of any contract/agreement between Telecom Service Bureau, Inc. and Absolute. Telecom Service Bureau, Inc. provides certain back office support functions for Absolute and other CLECs. At this time, there is no contract in place between Absolute and Telecom Service Bureau.
62. What is the relationship between Absolute and Affordable Phone Services? Please provide copies of any contract/agreement between Absolute and Affordable Phone Services. There is no contract between Affordable Phone Service and Absolute Home Phones. Chris Peltier, the President of Absolute is married to Jenny Rohr, daughter of Joe and Silica Leonard, (owners of APS). Key employees of Affordable Phone Service branched off to form the Telecom Service Bureau which Absolute uses to service its end users.
63. How many employees does Absolute have? Please list each employee. At the present time, Absolute currently employs only Chris Peltier/President. Absolute uses a service/management company that charges a per customer fee for services. This enables Absolute to grow with minimal up front expenses.
64. Please list any companies Absolute will be contracting with to provide service to Lifeline customers and describe the functions of each company.
- Telecom Service Bureau – a consulting company designed to handle any need we may have as a CLEC. They will handle our call center, order provisioning, human resources, accounting, state compliance with respect to State Reports, Marketing, Lifeline compliance, as well as being a liaison to the other companies listed below.
- Bequick – provides a billing platform (Quicktel) to handle our customer database and billing, as well as keeps track of any of our customers' Lifeline renewal dates as they approach.
- Spandoes – provides the printing and mailing of customer bills, Lifeline forms, and any other customer communication through mail.
- Billsoft – Handles all tax compliance and filings
- Reunion – Provides us with Long Distance at a discounted rate that we can resale to our customers.

Catherine Beard
Florida Public Service Commission
Regulatory Analyst II
(850) 413-7080
(850) 413-7081 fax



P.O. Box 831327 • Ocala, FL 34483-1327

Check here to change address and make changes in the space available below.

c/o Current Resident

NC



Invoice

Account No.	Invoice No.	Invoice Date	Due Date
[REDACTED]	1718	12/30/09	01/28/10

Total Amount Due (if paid by 01/28/10) **25.23**
 Amount Due (if paid after 01/28/10) **35.23**

Service will be subject to interruption if payment is not received by 02/01/10

Amount Paid

Absolute Home Phone Service
 P.O. Box 831327
 Ocala, FL 34483-1327



Tel: 866-500-9976
Fax: 877-430-2907

Welcome To Absolute Home Phone!

Thank you for choosing Absolute Home Phone. We look forward to a long partnership together! You can always expect prompt and courteous service from us. If you ever have a question or concern about your service or your calling plan & features, contact our Customer Service department at 866-500-9976.

Keep Your Lifeline Discount!

If you have already applied for Lifeline and have not submitted your certification, please fill out the enclosed Lifeline Certification form and fax or send it back to us ASAP.

Payment Options



Check or Money Order by mail
 Please include your phone bill number on orders. Include a driver's license ID # and date of birth on all checks. Make payments out to Absolute Home Phone.



Credit/Debit/Prepaid cards by phone
 Call 1-866-500-9976 to pay by phone and we'll confirm receipt immediately. There is a \$3.95 fee for phone payments using Customer Service (payments made online and using our IVR system are FREE). Payments may also be made with a prepaid VISA or MasterCard, which are redeemable at any Wal-Mart location.

Get \$20 Off Your Phone Bill For Every Referral!

Have your friend or family member call us at the number below to sign up for phone service. Be sure they mention your name and phone number when they call. When they pay for their second month of service, you will receive a \$20 credit on your next phone bill!

To start receiving your \$20 credits have your friends and family call us at:

1-866-500-9976

Account No.: [REDACTED]

Summary

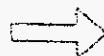
Customer Name	[REDACTED]
Invoice Date	12/30/09
Invoice No.	1718
Due Date	01/28/10
Payments and Adjustments	0.00
Previous Balance	0.00
Current Activity Charges	14.99
Total Taxes & Fees	10.24
Total Amount Due	25.23

Recurring Charges: (336) 333-9889

Description	Period	Amount
Lifeline Premier Package	01/28/2010 to 02/27/2010	28.49
60 Minutes Free	Included	0.00
Caller ID w/Name	Included	0.00
Call Waiting With Call Wait ID	Included	0.00
Deferred Connection Fee - Recurring	01/28/2010 to 02/27/2010	3.00
Retention Credit	01/28/2010 to 02/27/2010	-3.00
Lifeline Discount (SSI)	01/28/2010 to 02/27/2010	-13.89
Total Recurring Charges		14.99

Regulatory Taxes and Surcharges:

Description	Amount
E 91	0.76
FCC Authorized Use Charge	6.98
North Carolina Telecommunications Sales Tax	3.04
Total Regulatory Taxes and Surcharges	10.24



TOTAL DUE:

25.23

Catherine Beard

From: Charlotte Lacey [clacey@telecomcounsel.com]
Sent: Tuesday, March 23, 2010 11:50 AM
To: Catherine Beard; Bob Casey
Subject: Absolute Home Phones, Inc. - Docket No. 090426-TX
Attachments: FL ETC Data Request Responses.pdf

Please see the attached responses to data requests 65-79 for Absolute Home Phones, Inc. in Docket No. 090426-TX. Thank you.

STEINHART

Charlotte Lacey, Regulatory Specialist
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Alpharetta, Georgia 30005
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March 23, 2010

VIA ELECTRONIC FILING

Catherine Beard
Regulatory Analyst II
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gunter Bldg.
Tallahassee, Florida 32399-0850
(850) 413-6770

RE: Absolute Home Phones, Inc.
Docket No. 090426-TX

Dear Ms. Beard:

Enclosed please find original data request responses for Absolute Home Phones, Inc.

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,



Lance J.M. Steinhart, Esq.
Attorney for Absolute Home Phones, Inc.

Enclosures

cc: Bob Casey - via e-mail
Catherine Beard - via e-mail

65. Based on Absolute's response to Number 44, has Kentucky now approved Absolute ETC's application?

RESPONSE: Absolute Home Phones, Inc has not yet been approved as an ETC in KY. Docket link: <http://psc.kv.gov/pscscf/2009%20cases/2009-00407/>

66. Based on Absolute's response to Number 45, of the customers in Kentucky and North Carolina, how many are served through wholesale local platform lines, and how many are served through resale lines?

RESPONSE: 100% through Resale until AT&T provides our Q-accounts so that we may offer UNE platform lines via our commercial agreement. Absolute should have these Q-accounts within 30 days and has no intentions to request funds until these billing accounts are established. (contract attached)

67. Based on Absolute's response to Number 46, is it still true that Absolute has not applied for ETC status in any additional states other than FL, KY, and NC, since January 19, 2010?

RESPONSE: It is true that Absolute Home Phones, Inc has not applied for ETC in any other state than the ones listed.

68. Based on Absolute's response to Number 47, has Absolute been able to obtain a commercial agreement with AT&T? If so, please provide.

RESPONSE: Absolute has been able to obtain a commercial agreement with AT&T and is currently waiting for commercial Q-accounts. (Contract attached)

69. Absolute provided a sample customer bill in response to Number 50. Now that Absolute has Florida customers, please provide a copy of a sample Florida bill for a Lifeline customer.

RESPONSE: See attached

70. How many customers does Absolute provide services to, in all states it operates in?

RESPONSE: 5,580

71. Based on Absolute's response to Number 56, please describe the relationship, past and present, with Lost Key Telecom. Also please provide additional information regarding CGM. How long has Absolute been working with CGM? Why did Absolute change from Lost Key Telecom to CGM?

RESPONSE: Absolute had no established relationship with Lost Key Telecom. Lost Key Telecom came as a referral, however Absolute found that CGM would better suit its business plan. CGM link: <http://www.cgminc.com/companyprofile.html> Absolute signed a contract with CGM on 1/20/2010 (see attached)

72. Based on Absolute's response to Number 59, list the states in which Absolute is currently operating in.

RESPONSE: KY, FL, NC

73. Please provide additional information regarding Telecom Service Bureau and CGM. How does this support come about without any sort of agreement? Is Absolute part of Telecom Service Bureau or CGM?

RESPONSE: Telecom Service Bureau is a Servicing/management Agency (<http://www.telecomservicebureau.com/>), CGM is a consultant and Lifeline auditing company(<http://www.cgminc.com/companyprofile.html>) Absolute is not part of Telecom Service Bureau or CGM, Absolute was still in contract negotiation at the time of the last data request. A contract is now on file with both companies. (see attached)

74. Are any officers, owners, or managers of Absolute owners, officers, or managers of any companies listed in response to data request number 64?

RESPONSE: There are no officers, owners, or managers of Absolute that are listed in question 64.

75. Has Absolute received a service provide identification number (SPIN) from USAC? If so, please provide.

RESPONSE: Yes, 143034152.

76. Please provide the name of the LD carrier which Absolute is negotiating with as mentioned in response to data request number 51.

RESPONSE: Reunion Communications, Inc. will provide LD services in all ETC certified states.

77. Based on Absolute's response to data request number 51, please confirm that either toll block or toll control can be used by a customer but not both, and either one or the other would be claimed at USAC, but not both. Also confirm customers would not be required to subscribe to either.

RESPONSE: It is true that either Toll Control or Toll Blocking can be used by a customer, but not both, and a customer is not required to subscribe to either.

78. In response to Data request number 28, Absolute stated that Absolute residential customers are not required to subscribe to Absolute long distance services, yet Absolute's Lifeline application authorizes Absolute to be the local and long distance carrier for the applicant. Please explain.

RESPONSE: Absolute offers all of their customers up to 240 minutes of Long Distance for free, unless a customer otherwise requests that no LD be given or unless the customer requests LD through an outside provider.

79. Please provide the physical location of all books and records of Absolute, and provide the days and times when these books and records are available for examination.

RESPONSE: All financial documents, corporate documents, and legal records are stored at 3562 S.W. 24th Avenue Road, Ocala, Florida 34471. The Telecom service Bureau houses all telecom related documents including lifeline forms, compliance related filings and telecom related documents used for expansion; these items are available for viewing at 3562 S.W. 24th. Avenue Road, Ocala,FL. 34471. Monday through Friday 9am – 6pm

Exhibit 1
CGM, LLC
Service Bureau Agreement

CGM, LLC - SERVICE BUREAU AGREEMENT (WIN)

This Service Bureau Agreement ("Agreement") is made this ___ day of January, 2010 ("Effective Date") by and between CGM, LLC ("CGM"), a Georgia limited liability corporation with a place of business at 101 Vickery Street, Roswell, GA 30075, and Absolute Home Photos, Inc ("Customer"), a Professional corporation, with a place of business at 710 NE 48th Ave Red
Orlando FL 328470. Phone: (352) 295-4533. In consideration of the mutual promises set out in this Agreement, the parties hereby agree as follows:

1. CGM SERVICES.

1.1 According to the terms of this Agreement ("Agreement"), CGM will furnish Customer with the Services described in the Exhibits ("the Services"). The Services may be modified or amended only in a written agreement executed by Customer and CGM.

2. CHARGES.

2.1 Charges for the Services shall be as set forth in the applicable Exhibit. Charges for requested services for which there is no published rate shall, in the absence of prior written agreement, be at a rate as determined mutually by CGM and Customer. In addition, Customer will be charged an amount equal to any taxes, however designated, levied or based on any of the above referred-to charges or Services, including state and local taxes paid or payable by CGM, but excluding any federal, state or local taxes based on CGM's net income.

2.2 Fees:

- (1) Non-recurring Fees and Monthly Processing Fees for current month are due and payable at time of Service Agreement execution. Please remit these fees to CGM, via check, along with the executed Service Agreement.
- (2) Monthly Recurring Charges: CGM shall invoice Customer monthly in advance for all successive Monthly Processing Fees.
- (3) Recovery Based Charges: CGM will invoice Customer after the completion of the recovery period for any recovery related charges.

2.3 Customer agrees to pay all Fees as set forth on the invoice, within fifteen (15) days of the date of invoice. A finance charge of one and one-half percent (1 1/2%) per month (or the maximum legal rate, if less) shall be assessed by CGM and paid by Customer on late payments.

2.4 In the event that any amount due hereunder is not timely paid as provided herein, CGM may, in addition to any other right or remedy which it may have under this Agreement or at law, immediately terminate this Agreement and Customer's use of the Services. Customer agrees to reimburse CGM for all costs and expenses, including reasonable attorney's fees, incurred by CGM in enforcing collection of any monies due to CGM under this Agreement.

3. TERM AND TERMINATION.

3.1 This Agreement shall remain in full force and effect for an initial term of two years, beginning on execution date above (the "Effective Date"), and shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless either party gives the other party written notice of termination at least ninety (90) days prior to the

expiration of the initial term or the then-current extension or renewal period, except as set forth below. Termination of this Agreement shall not terminate Customer's obligation to pay CGM for all services performed under the Agreement prior to discontinuance of performance by CGM.

3.2 In the event that either party hereto fails in the performance of its obligations hereunder or breaches the terms or conditions hereof, the other party may, at its option, give written notice to the party which has failed to perform or has breached this Agreement of its intention to terminate this Agreement unless such breach or failure in performance is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Agreement terminable, at the option of the aggrieved party, at the end of such thirty (30) day period unless notification is withdrawn.

3.3 Events after termination. In the event that this agreement is terminated for any reason, CGM will immediately facilitate the following actions:

- (1) System access via log on or FTP access will be suspended five business days after contract termination.
- (2) 30 days after termination, all processed data will be deleted from the system. CGM may schedule this activity to take place on off hours and over time so as not to interrupt regular production activities.
- (3) Any un-processed data stored on CGM machines will be deleted.
- (4) Raw data in original CD or tape format in CGM's possession will be either destroyed or returned to customer, at customer request.

4. **CHANGE OF CHARGES.** CGM shall have the right to increase the fees and charges paid by Customer. Any increase under this Section 4.2 shall become effective 30 days after written notification is distributed by CGM to Customer. Customer may elect to terminate this Agreement if such a rate increase occurs

5. **USE OF THE SERVICES.** Customer agrees to utilize the Services in accordance with this Agreement, its Exhibits or attachments and CGM's instructions and specifications and to provide CGM with correct, complete and necessary data in the proper format to enable CGM to properly furnish the Services. Customer agrees to notify CGM immediately of any proposed changes in its method of using the Services, and to also notify CGM in the event that there are any anticipated changes that could significantly alter the type, method or volume of Customer's transactions.

6. **OWNERSHIP OF PROGRAMS.** Customer agrees that any software programs or spreadsheet templates supplied or made available to it by CGM are the exclusive property of CGM, its agents, suppliers, or contractors, and further agrees that such programs will not be copied or used in any manner or for any purpose other than use in connection with the Services as authorized by this Agreement.

7. **LIMITED WARRANTY.**

7.1 CGM agrees to use its commercially reasonable efforts at all times to provide accurate, prompt and efficient Services. CGM shall use due care in providing the Services hereunder, including certain provisioning and configuration advice, product marketing and pricing advice, and other general business advice. CGM agrees that it will, at its expense, correct any errors which are due solely to a malfunction of CGM's computers, operating systems or programs, or errors by CGM's employees or agents. Corrections shall be limited to rerunning the erroneous job or jobs and/or recreating erroneous data or reports or filings. CGM shall not be responsible in any manner for errors of, or failures in, proprietary systems and programs other than those of CGM nor shall CGM be liable for errors in, or failures of, Customer's or ILEC's software, data or operational systems.

7.2 THE WARRANTIES SET OUT IN THIS SECTION 7 AND THE REMEDIES SET FORTH HEREIN ARE CUSTOMER'S ONLY WARRANTIES AND REMEDIES WITH RESPECT TO THE SERVICES AND SERVICE LEVEL ACTIVITIES SUCH WARRANTIES AND REMEDIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF DATA, NON-INFRINGEMENT OR CONFORMANCE TO CUSTOMER'S SPECIFICATIONS.

8. LIMITATION OF LIABILITY.

8.1 CGM'S LIABILITY TO CUSTOMER FOR ANY BREACH OF THE WARRANTIES IN SECTION 7 HEREOF WILL BE LIMITED TO THE REMEDIES SPECIFIED THEREIN. ANY OTHER CLAIM CONCERNING PERFORMANCE OR NON-PERFORMANCE OF CGM PURSUANT TO, OR IN ANY WAY RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES ONLY, UP TO, BUT NOT EXCEEDING, THE AMOUNT PAID TO CGM BY CUSTOMER HEREBUNDER FOR THE SERVICES IN THE TWO (2) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM. IN NO EVENT SHALL CGM BE LIABLE FOR ANY LOSS OF USE, DATA OR PROFITS OR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CGM HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8.2 In no event, except as specifically set forth herein, shall CGM be liable to Customer or any third party (including Customer's customers) for any claim, loss or damage, whether direct, ordinary, special or consequential, or otherwise, even if CGM has been advised of the possibility of such damage.

8.3 Customer shall indemnify and save harmless CGM from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against CGM by third parties in connection with or arising out of (i) incomplete or inaccurate information provided to CGM, Customer or Customer's customers or any third party, (ii) the use of Customer's information when furnished by CGM to (a) Customer's customers (b) governmental authorities, including without limitation without limitation USAC. (c) other third persons at Customer's request, or (d) officers, employees and agents of Customer, (iii) CGM's acquisition and use of Customer's data, or (iv) Customer's breach of Section 9.1 below or of any other material term or condition of this Agreement.

9. PROPRIETARY INFORMATION.

9.1 Customer represents and warrants that Customer owns all of the data to be collected by CGM under this Agreement, and that it has all necessary rights to grant CGM access to such data.

9.2 All software used or provided by CGM under this Agreement is herein identified as proprietary to CGM and may not be transferred, modified, reverse engineered, emulated, copied or used by Customer in any way other than as specifically authorized in this Agreement.

9.3 CGM and Customer acknowledge that all proprietary information disclosed by either party to the other party for the purpose of performing the Services, or which comes to the attention of one of the parties, its employees, officers, and agents during the course of such Services, constitutes a valuable asset. Therefore, CGM and Customer agree to hold such information in confidence and shall not, except in the performance of the duties under this Agreement or with the express prior written consent of the other party, disclose or permit access to any such information to any entity other than CGM, Customer, their employees, officers and agents. Parties shall cause their officers, employees, agents, and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of such information.

9.4 CGM's and Customer's obligations and agreements under paragraph 9.3 shall not apply to any information supplied that:

- (1) Was known to either party prior to the disclosure by the other, or
- (2) Is or becomes generally available to the public other than by breach of this Agreement, or
- (3) Otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party.

10. DISPUTE RESOLUTION AND CHOICE OF LAW.

10.1 All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Atlanta, Georgia, and the arbitrators shall determine the matters in dispute in accordance with the law of the State of Georgia. The parties agree that the award of the arbitrators shall be the sole and exclusive remedy between them, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction. Any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting enforcement. The award shall include interest from the date of any damages incurred and from the date of the award until paid in full, at a rate to be fixed by the arbitrator but in no event less than the prime rate published in the Money Rates column of the Wall Street Journal, or, if the prime rate stops being so published or is otherwise unavailable, at comparable interest rate established by a prominent lending institution.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

11. MISCELLANEOUS.

11.1 The failure of either party to insist on any occasion upon strict adherence to any provision of this Agreement shall not be considered a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought. The waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.2 This Agreement shall inure to the benefit of, and shall be binding upon, the respective heirs, legal representatives, successors, and permitted assigns of each of the parties.

11.3 This Agreement may not be assigned by Customer, except to a corporation or other entity that acquires all, or substantially all, of the assets or business of Customer, without the prior written consent of CGM. Any attempted assignment in violation of this provision shall be void and shall be deemed a breach of this Agreement.

11.4 The section headings in this Agreement are included for convenience only and shall not be deemed to limit or otherwise affect the interpretation of any of its provisions.

11.5 If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

11.6 Neither party shall be responsible for any delay or failure to perform due to unforeseeable events or circumstances that may arise without such party's fault or negligence and that are beyond such party's reasonable control, including by way of example but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, accidents, labor disputes, shortages, or telecommunications or utility failures. The delay or failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect. To the extent the rights and obligations of the other party under this Agreement are materially affected by the delay or failure to perform, such other party's obligations shall also be suspended. All obligations of the parties that are suspended pursuant to this paragraph shall be resumed as soon as reasonably possible after termination or abatement of the events or circumstances giving rise to the delay or failure to perform.

11.7 All notices, demands, or other communications under this Agreement shall be in writing to the party's respective addresses set forth on the first page of this Agreement, or to any other address as either party may designate by giving a written notice to the others, and be deemed effectively delivered: (a) if delivered personally, upon the date of delivery; (b) if by registered mail, within ten (10) working days from the dispatch thereof; (c) if delivered by facsimile, 24 hours after the dispatch thereof; or (d) if delivered by courier or overnight delivery service, one (1) day after the dispatch thereof.

11.8 This Agreement constitutes the entire agreement between CGM and Customer with respect to the contemplated transaction and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications or understandings of any nature whatsoever. No supplement, modification, or amendment of this Agreement shall be binding unless it is expressed in a writing, signed by both parties, that refers explicitly to this Agreement.

11.9 Sections 6 through 11 (inclusive) shall survive the termination, expiration or cancellation of this Agreement.

11.10 Nothing in this Agreement shall be construed as creating any third party beneficiaries.

IN WITNESS OF THE FOREGOING, the parties have caused this Agreement to be signed by their duly authorized officers.

CGM, LLC

Customer

By: _____
Name: Charles Campbell
Title: Principal
Date: _____

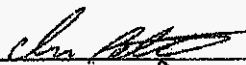
By:  _____
Name: Chris Peltier
Title: President
Date: 1/20/10

Exhibit A
CGM, LLC Service Bureau Agreement

1. Charges for the Services:

- 1.1. Access Fees: Access fees are one-time fees that allow a single customer user to access the system via log on ID and password. Costs are assigned per unique ID and Password combination. Access fees are due and payable at time of contract execution.

Quantity of Log In ID's:
Total Access Fee Cost: **\$1500. (Waived)**

- 1.2. Start up Fees: Start Up fees are a one-time set up charge that will facilitate the Customer transmittal of Carrier Data files and Subscriber billing files to CGM for processing. Start Up fees include the loading, mapping and testing of Customers data files. Starts up fees are due and payable at time of contract execution.

Start Up Fees: **\$1000.**

- 1.3. Monthly Processing Fees: Monthly Processing Fees are recurring charges for loading customer data into CGM's WIN system. Processing occurs on an agreed to production processing schedule. For pricing purposes, Customer's total line count will equal the total of unique WTNs + circuit IDs + switch CLLIs attributable to Customers base. Pricing below includes loading of current month's data at time of service commencement. The first month of Customer data processed will carry ILEC bill cycle dates of _____, 2010. Processing Fees:

Line-Based Volume Tiers	WIN Rate Per Line	WIN Cost At Maximum Tier Volume
First 5,000 Lines	Minimum Charge:	\$2500
Next 20,000 Lines	0.125 per line	\$5000
Next 50,000 Lines	0.06 per line	\$8000

- 1.4. Recovery Fees on Promotional Credits: Recovery Fees will be paid to CGM, LLC for all Promotional rebates/winbacks/cashbacks/credits (heretofore referred to as Promotional Opportunities), that Customer receives the benefit of (credits on the bill, accounts payable offsets, etc.). CGM will analyze ILEC invoice files monthly, and will request ILEC settlement negotiations results monthly (if any) from Customer, in order to identify the realized benefit of promotions accruing to Customer each month. CGM will then invoice Customer for Recovery Fees based upon the rate below:

Recovery Fee Rate for Credits/Rebates/Cashbacks/Winbacks/Offsets: **5%.**

- 1.5. ETC Lifeline Support Service: Customer must receive ETC certification(s) as required by the jurisdictions in which they provide applicable service. CGM does not directly provide assistance with the certification process, but can, if requested, recommend an attorney who can provide this service.

1.5.1. CGM will drive the process to acquire a USAC SPIN code and USAC SAC codes, so that Customer becomes registered to retrieve lifeline subsidies from the USAC pool, after State approval.

1.5.2. CGM will compile, calculate and file monthly USAC reimbursement request forms, in accordance with governing USAC filing process. CGM will, to the extent that the data is made available, track and audit monthly USAC reimbursements, provide reporting on status of all activity, and where applicable, file disputes for discrepancies.

Required from Customer:

Customer will be required to provide information to CGM which will identify all lines that have been certified as Lifeline eligible. Further, customer may be required to maintain additional records to determine lifeline-eligibility of Customers. In connection with the foregoing, Customer covenants that it will provide all information CGM deems necessary in connection with the ETC Lifeline Support Service, including for filings required by USAC, and Customer covenants that all such information will be true, correct and complete

Notwithstanding the provisions of Section 8.1 of the Agreement, CGM's liability to Customer for any claim concerning performance or non-performance of CGM with respect to the ETC lifeline Support Service shall be limited to actual damages up to, but not exceeding, the amount paid to CGM by Customer hereunder for the ETC Lifeline Support Service in two (2) months immediately preceding any such claim..

Charges:

NRC: NA

MRC: Monthly minimum of \$600 for first 500 lines.

\$.50/line for next 3,000 lines

\$.25/line for next 5,000 lines

\$.15/line for all additional lines

Example of CGM ETC Lifeline Support Services fees based on Customer's Lifeline line count (not inclusive of per state minimum).

Lifeline Line Count	CGM Charge
500	\$600
1500	\$1,100
2500	\$1,600
3500	\$2,100
5000	\$2,475
10,000	\$3,725

2. Services to be Performed:

2.1. Start-Up Services: Start Up service is designed to complete the steps necessary so that Customer Data can be loaded into WIN and so that Customers can have access to the system and the data.

2.1.1. Access: CGM will provide access to customers via secure log on ID and password to facilitate access to the Customer data resident on the WIN system.

Mapping: CGM will work with Customer as required to facilitate Customers use of one of CGM's standard mapping templates so that Margin Analysis and reconciliation can take place.

2.1.2. Data Loading: CGM will provide an interface that supports the loading of Customer Data to the WIN system. Normally, Data will be processed and available for viewing in CGM standard WIN system within 2 business days of receipt at CGM's FTP site.

2.1.3. A list of files to be loaded and processed appears below:

File Source	File Format
Carrier File(s)	BDT
Subscriber Billing File	Custom
Mapping File	CGM Standard

2.2. WIN system modules and Categories. WIN Revenue Assurance software is comprised of CGM's database and business logic software along with a user interface that facilitates user access to the data in modules. Standard WIN modules that are included under this agreement are as follows:

WIN Monthly Invoice Analyzer – CGM will load customer data upon receipt and will provide web-based, standard views to cost data. All viewable data will be downloadable.

WIN Disputes Manager – CGM's systems will identify certain disputes and process them electronically, where available, to ILEC on behalf of Customer.

WIN Margin Analysis – CGM's systems will accept Customer Subscriber data that is in CGM-ready formats and will compare cost and revenue by WTN and subscriber account. Additional Analysis types are available on request

WIN Least Cost Provisioning Support – CGM will advise Customer on provisioning new services and existing services in a cost-effective manner.

Lifeline Service Bureau Support – CGM will file monthly reimbursement requests with reimbursing entities.

2.3. Production Schedule and Production Services: Production Services are those that take place after start up and recur on a schedule so that on regular intervals, data is loaded

into WIN, so that customers have regular access to the system for regular WIN system activities.

2.3.1. WIN systems are normally available from 8:00 AM through 5:00 PM Monday through Friday Eastern Standard Time.

2.3.2. Customer Support is available via e-mail at Operations@CGMINC.com, or by calling 888-584-3860

2.3.3. Production File Schedule

File Source	File Format	BAN	Bill Date
Carrier File(s)			
Subscriber Billing File	Custom		
Mapping File	CGM Standard		

3. Acceptance of WIN Services: This schedule of services may be amended from time to time by mutual agreement between the Customer and CGM to include additional modules, reports, categories and other customizations. In the absence such customizations and changes, Customer agrees that access to CGM's WIN system as delivered to Customer by CGM constitutes acceptance of the system and the services.

Exhibit 2
Reunion Communications, Inc.
Contract Agreement

**Reunion Communications, Inc.
Contract Amendment**

Toll Limitation Services

This Toll Limitation Services Amendment, when executed by both parties, becomes a part of the Agreement between the parties. This Amendment alone is not sufficient to establish a bona fide Purchaser / Provider relationship. This Amendment requires signature by both Parties.

Description of Services

Toll Limitation Service. Reunion Toll Limitation Service "RTLS" is designed to allow end user access to telephone toll services and Operator Services limited to the quantity of minutes and/or value as purchased by end user.

Access. End Users may access RTLS via a toll-free "8XX" number.

Toll Service. Reunion Toll Transport Service "RTTS" is separate and distinct from RTLS. The purchase of toll service from Reunion is not required to purchase RTLS. RTTS services, if any, are separately invoiced to Purchaser.

Operator Services. Access to Operator Services is provided without regard to the value of 1+ toll available in the end user's account. Operator Services charges are billed by the Operator Services Provider under their own tariffs. The Purchaser has no liability for charges incurred by end user use of Operator Services.

Subscription Period. Each RTLS subscription period is no more than 34 days, matching the number of days in the local service billing period of the end user, as defined by Purchaser on each end user order.

Initial Non-Recurring Charge. An initial non-recurring charge "NRC" will apply to each end user telephone number provisioned by Purchaser.

Monthly Recurring Charge. A monthly recurring charge "MRC" will apply to each end user telephone number provisioned by Purchaser and/or renewed for a monthly service period. If an end user final period is for a partial month, the service fee is assessed on a pro-rata basis.

Invoice Consolidation and Reconciliation. Provider will furnish Purchaser and/or Purchaser's contractor, at Purchaser's direction, with a complete electronic list of all telephone numbers provisioned to the RTLS product during each calendar month. Such listing shall

1

Reunion Communications Inc.
Toll Limitation Services, 2.0
Absolute Home Phones, Inc.
02/08/10

Provider Initials _____

Purchaser Initials CP

include non-recurring charges, where applicable, and monthly recurring charges, where applicable. Provider's invoice shall be a consolidated invoice for the billing period for each end user telephone number "ANI" so enrolled in RTLS. Billing statements will be provided in MS Excel and PDF formats to Purchaser.

Rates, Terms and Conditions

Initial Non-Recurring Charge. The non-recurring charge stated below is assessed on each ANI when provisioned, and is charged to the Purchaser's account on the date following order "report date".

State	Non-Recurring Charge
Alabama	\$2.99
Arizona	\$2.99
Colorado	\$2.99
Florida	\$2.99
Georgia	\$2.99
Idaho	\$2.99
Iowa	\$2.99
Kentucky	\$2.99
Louisiana	\$2.99
Minnesota	\$2.99
Mississippi	\$2.99
Montana	\$2.99
Nebraska	\$2.99
New Mexico	\$2.99
North Carolina	\$2.99
North Dakota	\$2.99
Oregon	\$2.99
South Carolina	\$2.99
South Dakota	\$2.99
Tennessee	\$2.99
Vermont	\$2.99
Washington	\$2.99
Wyoming	\$2.99

Monthly Recurring Charge. The monthly recurring charge is charged to Purchaser's account on a prospective basis, and is charged to the Purchaser's account on the date following order from Purchaser "report date".

In the event of a new end user, the date of charge is the date upon which the service is first provided to the end user, as reflected by the Purchaser's order to Provider.

Reunion Communications Inc.
Toll Limitation Services, 2.0
Absolute Home Phones, Inc.
02/08/10

Provider Initials _____

Purchaser Initials cp

In the event of a renewal of existing service for an additional monthly period, the charge is assessed when the Provider receives an order for renewal from the Purchaser.

In the event of the end of service to any end user when one or more days remain in the service period, as reflected by Purchaser's order, the balance of the Monthly Recurring Charge will be credited to Purchaser's account on a pro-rata basis.

State	Monthly Recurring Charges
Alabama	\$2.49
Arizona	\$2.49
Colorado	\$2.49
Florida	\$2.49
Georgia	\$2.49
Idaho	\$2.49
Iowa	\$2.49
Kentucky	\$2.49
Louisiana	\$2.49
Minnesota	\$2.49
Mississippi	\$2.49
Montana	\$2.49
Nebraska	\$2.49
New Mexico	\$2.49
North Carolina	\$2.49
North Dakota	\$2.49
Oregon	\$2.49
South Carolina	\$2.49
South Dakota	\$2.49
Tennessee	\$2.49
Vermont	\$2.49
Washington	\$2.49
Wyoming	\$2.49

Statement Period. The statement period shall be from the first calendar day of each month through the last calendar day of each month. Provider will render a statement to Purchaser within a commercially reasonable period after the close of each period. Interim statements are available from Provider upon request.

End User Eligibility. Purchaser acknowledges that orders are placed to Provider independent of any determination by Purchaser or other entity for any federal, state, or other assistance program, and that services are billed to Purchaser as a result of provisioning rules chosen by Purchaser.

Provider Initials _____

Purchaser Initials cp

Payment Terms. Invoices for RTLS shall be rendered on a calendar month basis, and payment shall be due fifty-eight days after the end of the billing period. Payment terms for RTTS shall be the same as defined by the Carrier Services Agreement between the Parties.

- Implementation.** Provider and Purchaser mutually agree to implement the following items:
1. Creation of an FTP site and custom folders for order entry is included. FTP access requires a static Internet Protocol "IP" address for access authentication. In the event that Purchaser has identified an OSS vendor in the Agreement, FTP access will be granted to the OSS vendor.
 2. Provisioning documents will be furnished to Purchaser and to any OSS vendor that is identified in the Agreement.
 3. Training for key staff members via telephone and Internet-based training or in person, at Provider's discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written below.

REUNION COMMUNICATIONS, INC

ABSOLUTE HOME PHONES, INC.

By: _____

By: Chris Peltier

Printed: _____

Printed: Chris Peltier

Its: _____

Its: President

Date: _____

Date: 2/9/10

Provider initials _____

Purchaser initials CP

Exhibit 3
Customer Invoice



P.O. Box 831327 • Ocala, FL 34483-1327

Check here to change address and make changes in the space available below.

o/o Current Resident



us2115077-us604228 us401-1of1

Invoice

Account No.	Invoice No.	Invoice Date	Due Date
6023	16268	02/28/10	03/28/10

Total Amount Due if paid by 03/28/10 50.60
Amount Due if paid after 03/28/10 **60.60**

Service will be subject to interruption if payment is not received by 04/04/10.

Amount Paid

Absolute Home Phone Service
 P.O. Box 831327
 Ocala, FL 34483-1327

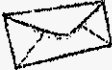


Important Suspension and Disconnection Information

If your payment is not received by 04/04/10, service will be subject to temporary disconnection and would require a fee of \$15 to restore service.

Can't pay now? Call us today to create a payment plan.

Payment Options



Check or Money Order by mail.

Please include your phone # on money orders. Include a driver's license ID # and date of birth on all checks. Make payments out to Absolute Home Phone.



Credit/Debit/Prepaid cards by phone.

Call 1-866-500-9976 to pay by phone and we'll confirm receipt. Immediately, there is a \$3.95 fee for phone payments using Customer Service (payments made online and using our IVR system are FREE). Payments may also be made with a prepaid VISA or MasterCard which are reloadable at any Wal-Mart location.

Get \$20 Off Your Phone Bill For Every Referral!

Have your friend or family member call us at the number below to sign up for phone service. Be sure they mention your name and phone number when they call. When they pay for their second month of service, you will receive a \$20 credit on your next phone bill!

to start receiving your \$20 credits, have your friends and family call us at:

1-866-500-9976

Account No. 6023

Summary

Customer Name	Tonya Austin
Invoice Date	02/28/10
Invoice No.	16268
Due Date	03/28/10
Payments and Adjustments	0.00
Previous Balance	25.30
Current Activity Charges	14.99
Total Taxes & Fees	10.31
Total Amount Due	50.60

IMPORTANT: YOU HAVE A PAST DUE BALANCE

Past due charges of 25.30 must be paid immediately.

Recurring Charges: (850) 456-1703

Description		
Lifeline Premier Package	03/28/2010 to 04/27/2010	28.49
60 Minutes Free	Included	0.00
Caller ID w/Name	Included	0.00
Call Waiting With Call Waiting ID	Included	0.00
Deferred Connection Fee - Recurring	03/28/2010 to 04/27/2010	3.00
Retention Credit	03/28/2010 to 04/27/2010	-3.00
Lifeline Discount (Food Stamps)	03/28/2010 to 04/27/2010	-13.50
Total Recurring Charges		14.99

Regulatory Taxes and Surcharges:

Description	
Communications Services Tax	2.14
E 911	0.50
FCC Authorized Line Charge	6.50
Sales Tax	0.18
Sales Tax	0.05
Statutory Gross Receipts	0.83
Telecommunications Relay Service Surcharge	0.11
Total Regulatory Taxes and Surcharges	10.31

Total for Invoice 16268

25.30



TOTAL DUE:

50.60