

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**PROOF OF CLAIM**



s2637

In re  
**Allegiance Telecom Service Corporation**

Case Number  
**03-13103**

**YOUR CLAIM IS SCHEDULED AS**

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

**FILED**  
\$4,250.00 UNSECURED  
**U S B C SOUTHERN DISTRICT OF NEW YORK**  
**ALLEGIANCE TELECOM, INC**  
**03-13057 (RRD)**

**540**

Name of Creditor and Address

03805888071635

TAURUS PUBLISHING INC  
3300 N CENTRAL AVE STE #2500  
PHOENIX AZ 85012

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ( ) **480 990 1101 Ext # 1130**

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR  
**ACCT # 40957**

Check here  replaces or amends a previously filed claim dated \_\_\_\_\_

**1 BASIS FOR CLAIM**

Goods sold  Personal injury/wrongful death  Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed  Taxes  Wages, salaries and compensation (Fill out below)

Money loaned  Other (describe briefly)

Your social security number \_\_\_\_\_  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**REC'D OCT 17 2003**

**2 DATE DEBT WAS INCURRED**

**3 IF COURT JUDGMENT, DATE OBTAINED**

**4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE** \$ **6,463.70** (unsecured) \$ \_\_\_\_\_ (secured) \$ \_\_\_\_\_ (unsecured priority) \$ \_\_\_\_\_ (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

**5 SECURED CLAIM**

Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of collateral \$ \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ \_\_\_\_\_

**6 UNSECURED PRIORITY CLAIM**

Check this box if you have an unsecured priority claim.

Specify the priority of the claim

Wages, salaries or commissions (up to \$4,650\*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)

Up to \$2,100\* of deposits toward purchase, lease or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(6)

Alimony, maintenance or support owed to a spouse, former spouse or child - 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) \_\_\_\_\_

\* Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**7 CREDITS** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**8 SUPPORTING DOCUMENTS** Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

**9 DATE-STAMPED COPY** To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., October 1, 2003, Eastern Daylight Time.

BY MAIL TO United States Bankruptcy Court  
re Allegiance Telecom, Inc., et al  
P O Box 95 Bowling Green Station  
New York, NY 10274

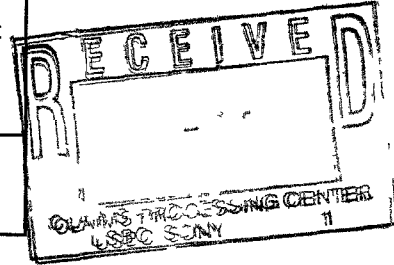
BY HAND OR OVERNIGHT DELIVERY TO Clerk of the United States Bankruptcy Court  
re Allegiance Telecom, Inc., et al  
One Bowling Green, 6th Floor  
New York, NY 10004-11408

DATE SIGNED  
**08 Oct 03**

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).  
**Ron Brooks Credit Mgr**



00576



Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

# TAURUS PUBLISHING, INC.

## STATEMENT OF ACCOUNT

ALLEGIANCE TELECOM  
9201 NORTH CENTRAL EXPRESSWAY  
DALLAS TX 75231

STATEMENT DATE | OCT 8 2003  
ACCOUNT NUMBER | 40957  
AMOUNT DUE | \$6,463 70

INVOICE	DESCRIPTION	DATE	AMOUNT	BALANCE
P19026	PRINCIPAL	4/24/03	\$5,000 00	\$5 000 00
P19026	LATE FEE	5/4/03	1 000 00	\$6,000 00
P19026	FINANCE CHARGE	5/24/03	90 00	\$6 090 00
P19026	FINANCE CHARGE	6/24/03	91 35	\$6 181 35
P19026	FINANCE CHARGE	7/24/03	92 72	\$6,274 07
P19026	FINANCE CHARGE	8/24/03	94 11	\$6,368 18
P19026	FINANCE CHARGE	9/24/03	95 52	\$6,463 70

# Taurus Publishing, Inc.

Publishers of Trade Magazines  
Directories, Databases and Newsletters

Mailing Address 3300 N Central Ave Phoenix Arizona 85012  
(480) 990 1101 • Fax (480) 875-8181

Please enter my complimentary  
subscription Yes  No

## ADVERTISING AGREEMENT

This agreement shall confirm your order as shown below This agreement must be signed and returned to Virgo

Advertiser Allegriancetelecom inc  
Address 9201 N Central Expressway  
Address Dallas TX 75231  
Attention Tony Parella  
Phone/Fax 469-259-2103 / 469-259-9107  
E-mail

Publication P+  
Rate Card # Frequency Rate  
First Insertion 5-1-03

Agency in house  
Address  
Address  
Attention  
Phone/Fax  
E-mail

**MONTHS CONTRACTED 6-1-03/6-15-03**  
7-1-03  
8-1 03  
9-1 03  
10 1-03/10-15 03  
11 1 03  
12-1-03  
1 1-04  
2 1 04  
3-1-04  
4-1-04,4-15-04  
5-1-04

Special Instructions

**SIZE full 4c**  
 Black & White Charge \$5000 00  
 4-color Charge \$inc  
 2 Color Charge \$  
 Other IFC \$nc  
**Net \$4250 00 Gross \$5000 00**

Ordered By same  
Date 3-31-03 Acct Executive maria

Agency %  Company %  Prepaid  Co Direct  Agency Remit

(All Charges are per insertion)

**TERMS AND CONDITIONS OF PUBLICATION**

- 1 Cancellations must be received by Publisher in writing no later than sixty (60) days prior to each magazine cover date. Advertiser and Agency hereby agree to be held jointly and severally liable for any and all advertisements published for which cancellation requests were received after the cancellation date. Advertiser and/or Agency shall be billed or have deducted from prepaid amounts(s) any frequency discounts given by Publisher which become inapplicable due to schedule cancellation over the term of this Agreement.
- 2 Advertiser and Agency shall be held jointly and severally liable for the gross amount due if payment is not made within Publisher's payment terms. An agency commission of fifteen percent (15%) is given to Publisher recognized agencies if payment is made within the Publisher's payment terms. All outstanding account balances shall be subject to a one and one-half percent (1 1/2%) monthly finance charge and all invoices past terms shall be subject to a twenty percent (20%) late fee. All invoices are net ten (10) days unless specified otherwise.
- 3 Agency hereby represents and warrants (a) that it has full power and authority to enter into this Agreement on behalf of Advertiser (b) that Advertiser has been made aware of and has agreed to its joint and several liability hereunder and (c) that nothing in this Agreement shall be construed to establish a principal-agent relationship between Publisher and Agency.
- 4 If advertisement (including but not limited to copy, artwork, negatives, disks and ad approval) is not received by Publisher prior to press time Publisher is hereby authorized to substitute available materials or previously run advertisements in its place. Publisher reserves the right to refuse advertisements which may be defamatory, which may subject Publisher to civil liability or criminal prosecution, or which are not otherwise in compliance with Publisher's standards. Advertiser and/or Agency assumes sole responsibility for the content of all advertising printed by Publisher and shall indemnify and hold Publisher harmless for any and all claims arising against Publisher including but not limited to claims for defamation, invasion of privacy and trademark and copyright infringement.
- 5 This Agreement along with the terms and conditions stated on the rate card in effect at the execution of this Agreement shall contain the entire agreement between or among the Advertiser, Agency (if applicable) and Publisher, and supersede all previous agreements (oral or written) entered into between or among the parties and any prior statements, agreements or representations between or among the parties are merged herein. All amendments or changes to this Agreement shall not be binding on Publisher unless agreed to by Publisher in writing.
- 6 This Agreement has been delivered to Publisher and accepted by Publisher in the State of Arizona. Every dispute concerning the interpretation, effect or breach of this Agreement shall be resolved in the courts of Maricopa County, State of Arizona. To the maximum extent permitted by law, each party agrees to personal jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If Publisher is forced to take legal action to enforce or interpret the provisions of this Agreement, all costs of collection including but not limited to collection fees, attorneys fees, travel expenses, court costs and any anticipated post-judgment collection fees shall be the sole responsibility of Advertiser and/or Agency.
- 7 All trade show profiles, corporate profiles, advertisements, film, color proofs, disks, transparencies, photographs, live art tapes and any and all advertising materials created by the Publisher shall be the sole and exclusive property of the Publisher. Any and all advertising materials supplied to the Publisher shall remain in the Publisher's possession until such time as the terms of this Agreement are paid in full.

Accepted by Taurus Publishing Inc. Suzanne Davis Controller Date \_\_\_\_\_

Please sign and return to Virgo Publishing, Inc. in \_\_\_\_\_  
Advertiser's Signature Anthony J Parella Date 4/7/03  
Print Name ANTHONY J PARELLA Title PRESIDENT of TELECOM/RETAIL SERVICES

# TAURUS

publishing inc

3300 N Central Ave  
 Suite 2500  
 Phoenix, AZ 85012  
 480-990-1101 Fax 480-675-8121

Invoice P19026-L

**Customer**

ALLEGIANCE TELECOM  
 ATTN TONY PARELLA  
 9201 N CENTRAL EXPRESSWAY  
 Dallas, TX 75231  
 Contact TONY PARELLA  
 469-259-2103

Date 4/24/03  
 Terms Net 10 days  
 Customer # 40957  
 Agency #  
 Acct Exec ELLERMAN, MA

Qty	Description	Unit Price	TOTAL
1	05/01/03 Issue <b>PHONE+ Magazine</b> Full Page Four Color Display Ad		
	Space Charge	5000 00	5000 00
	Color Charge	0 00	0 00
	Bleed Charge	0 00	0 00
	Position Charge	0 00	0 00
	Premium Charge	0 00	0 00
	Gross Rate	5000 00	5000 00
	Discount	- 750 00	
	Production Charge	0 00	0 00
	Pre-Paid Amount	0 00	0 00
	Late Fee	1000 00	1000 00
	<b>TOTAL</b>		<b>\$ 6000 00</b>

Make checks payable to Taurus Publishing, Inc

A discount of 15% has been allowed on invoice  
 Pay Gross Amount if not paid within terms  
 Terms Net 10 days

NOTE If payment has been made, please disregard this notice



**VIRGO PUBLISHING, INC**  
3300 N Central Avenue Suite 2500  
Phoenix Arizona 85012

Mailing Address  
PO Box 40079  
Phoenix AZ 85067 0079  
480 990 1101 480 990 0819 FAX  
www.vpico.com

**PUBLICATION DIVISION**

- ASCENT SHOW DAILY
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- CHILD CARE BUSINESS
- CHURCH BUSINESS
- COMPTON SHOW DAILY
- CORPORATE LOGO
- ENDONURSE
- FORENSIC NURSE
- HEALTH SUPPLEMENT RETAILER
- INFECTION CONTROL TODAY
- INSIDE SELF STORAGE
- INSIDE SELF STORAGE BOAT & RV SUPPLEMENT
- INSIDE SELF STORAGE EUROPE
- INSIDE SELF STORAGE FACTBOOK
- LOOKING FIT
- LOOKING FIT FACTBOOK
- LOSS PREVENTION & SECURITY JOURNAL
- MODERN CAR CARE
- NATURAL PRODUCTS INDUSTRY INSIDER
- PHONE +
- PHONE + INDUSTRY DIRECTORY
- PHONE + INTERNATIONAL
- PHONE + LONG DISTANCE CARRIERS AND RESELLERS SOURCE BOOK
- PRIVATE SCHOOL BUSINESS
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- X CHANGE

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- INSIDE SELF STORAGE EXPO INTERNATIONAL
- SUPPLYSIDE EAST TRADE SHOW & CONFERENCE
- SUPPLYSIDE WEST TRADE SHOW & CONFERENCE

All of the above are trademarks of Virgo Publishing Inc

October 8, 2003

**SENT VIA AIRBORNE EXPRESS**

Clerk of the United States Bankruptcy Court  
One Bowling Green, 6<sup>th</sup> Floor  
New York NY 10004-11408

**Re Proof of Claim  
Allegiance Telecom, Inc , et al  
Case No 03-13057**

To Whom It May Concern

Enclosed please find a proof of claim to be filed in the above-referenced bankruptcy case, along with supporting documentation for the claim. Also enclosed is a copy of the proof of claim for you to conform and a self-addressed stamped envelope in which to return the conformed proof of claim. **Please note** that we did not receive the Notice of Bar Date Requiring Filing of Proofs of Claim until October 2<sup>nd</sup>

If you should have any questions, or need further information, please do not hesitate contacting me at (480) 990-1101, extension 1346

Sincerely,

**TAURUS PUBLISHING, INC**

Roberta Bryant  
Paralegal

Enclosures