UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

s4098

In re
Allegiance Telecom of Colorado, Inc

Case Number
03-13070

YOUR CLAIM IS SCHEDULED AS

UNDETERMINED UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

FILED
U S B C SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)

1126

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 §

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

☐ 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

Name of Creditor and Address

03805888077294
MAYNARD ALISON DBA LAW OFFICES OF ALISON MAYNARD
ALISON MAYNARD
PO BOX 22135
DENVER CO 80222

Creditor Telephone Number ( ) 303-758-7038

The amounts and nature of your claim 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 properly filed a proof of claim with the Bankruptcy Court, you do not need to file again

CREDITOR TAX I D #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____
84-1326543		

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☒ Personal injury/wrongful death ✓ negligence
☐ Taxes
☒ Other (describe briefly below) Breach of contract + violations of duty to provide service
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages, salaries and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED Nov. 2000 – Nov. 2003

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

$ 100,000 – (unsecured)	$ _____ (secured)	$ _____ (unsecured priority)	$ 200,000 – (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

RECD OCT 31 2003

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 document* 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 5 00 p m November 26 2003 Prevailing Eastern Time

BY MAIL TO
United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station P O Box 95
New York NY 10274-0095

BY HAND OR OVERNIGHT DELIVERY TO
United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green Room 534
New York NY 10004-1408

THIS SPACE FOR COURT USE ONLY

RECEIVED
OCT 27 2003
CLAIMS PROCESSING

DATE SIGNED	**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)
10-20-03	Alison Maynard ALISON MAYNARD

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

Allegiance Claim
01159

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock St , Room 256, Denver, CO 80202	
ALISON MAYNARD, an individual and d/b/a Law Offices of Alison Maynard, Plaintiff, v **QWEST SERVICES CORPORATION** , a Colorado corporation, **QWEST DEX, Inc.,** a Delaware corporation, and **ALLEGIANCE TELECOM of COLORADO, Inc.,** a Delaware corporation, Defendants	**▲ COURT USE ONLY ▲**
PLAINTIFF/ATTORNEY FOR PLAINTIFF Alison Maynard, #16561 P O Box 22135 Denver, CO 80222 tel (303) 758-7038 E-mail AlisMynrd@aol com	Case No 02 CV 8815
FIRST AMENDED COMPLAINT	

Plaintiff, for herself, pursuant to Rule 15, C R C P , hereby states her first amended complaint

JURISDICTION AND VENUE

1 Jurisdiction is conferred upon this Court by Colo Const Art VI, Sec 9

2 Venue is appropriate in this Court pursuant to C R C P 98(c)

PARTIES

3 Plaintiff Alison Maynard is an attorney licensed in the State of Colorado, with both her residence and business in Denver Her business address is P O Box 22135, Denver, CO 80222 In 2002, she was a candidate for political office in Colorado

4 Defendant Qwest Services Corporation ("Qwest") provides telephone service to residences and businesses in Colorado Its address is 555 17th St , Suite 1000, Denver, CO 80202

5 Defendant Qwest Dex, Inc , is affiliated with Qwest Services Corporation and produces a telephone directory and directory assistance for customers of Qwest Services Corporation Qwest Dex's address is, 1801 California St , Suite 5100, Denver, CO 80202

6 Defendant Allegiance Telecom of Colorado, Inc , is a telephone company doing business in the State of Colorado Its address is 9201 N Central Expressway, Dallas, TX 75231

GENERAL ALLEGATIONS

7 Plaintiff (in the first person henceforth) is a lawyer and sole practitioner From December 1995 to August 9, 2001, I maintained a law office at 1536 Ogden St , in Denver, with either one or two employees during almost all of this period From the time I opened the office, I also had three phone lines for my business voice line 1 (861-2886), which was the published number for my business, voiceline 2 (861-2896), which was used not only as a voiceline, but for our computers, and a fax line (861-2902) The voice line numbers were arranged so that if line 1 was busy, an incoming call would roll over to line 2, and if line 2 was busy, it would roll over into voice mail If either line 1 or line 2 were not answered, the call would also roll over into voicemail The fax line was separate and had no rollover or voicemail

8 From December 1995 to sometime in 2000, local telephone service was provided to me by U S West Qwest became my provider when it acquired U S West in 2000 I switched my telephone service provider from Qwest to Allegiance Telecom in November 2000

9 I entered into a contract with Allegiance on Nov 28, 2000 I expected it to take control of all three lines However, it took over only two of the lines, voiceline 1 (2886) and the fax line (2902) It then proceeded to implement a rollover from the voiceline to the fax line, so that people calling in when I was on line 1 heard a fax tone–and were unable to leave a message Allegiance then set the voicemail up on the fax line, so that the voicemail was essentially useless In the meantime, line 2–which had never been a published number and was usually busy, as our computer line–remained with Qwest Qwest changed my account number to (303) 861-2896, and put 861-2896 in directory assistance so that it was now the number people received when they called information But there was no rollover or voicemail attached to 861-2896, so when people called in–believing this was my main business line–they simply got a busy signal

10 It was some time before I realized what was going on clients, court personnel, opposing counsel, and others began complaining to me that they were getting a fax tone when they called my office I called in to customer service with Allegiance and was cut off numerous times I called other numbers at Allegiance besides customer service, and it was several weeks before I got the problem fixed

11 I therefore asked Qwest, beginning on January 18, 2001, to take the lines back This is known as a "winback " Over the next five months in 2001, I placed the winback order at least four times Each time, I would call in to ask why Qwest had not taken possession of my lines and be told it had no record of the order, or given conflicting information about what the problem was, including about which company controlled the lines I was also told that only the individual I had spoken to the first time could help me, but this person (one Robert Mercado) never returned a single phone call I ever made to him, after that first contact, and neither did his supervisor

12 In the meantime, Allegiance never put my main number–861-2886–into directory assistance Qwest directory assistance, as mentioned, began giving out 861-2896, but calls to that number got the message, "The call cannot be completed as dialed " Even when that was fixed the problem remained in there being no voicemail or rollover attached people calling in on 2896 almost always got a busy signal, and could not leave a message For some time, I was not aware either of the directory assistance problem or of the fact that there was no voicemail or rollover attached to the number being given out as my main number

13 At one point in the summer of 2001, both 861-2886 and 861-2902 were disconnected altogether for eight days, and neither company would take responsibility for hooking them back up People calling in got a fast busy signal I was also unable to call out, except on line #2 Allegiance then hooked 2886 and 2902 back up (although Qwest told me *it* had done so), but once again hooked them up so line #1 rolled over to the fax machine! I was unable to sleep at night because of the worry about who might be trying to get through

14 I ultimately moved out of that office in August 2001, in large part because of the nightmare with my phones I moved my office into the basement of my home in SE Denver When I did so, I asked Allegiance to disconnect 861-2886 but to put a recording on it referring callers to my home number, (303) 758-7038, and this they did. I called Qwest or Qwest Dex to ensure that directory assistance gave out my home phone number when someone called in requesting my business number I also called to ensure that they would not publish (303) 861-2886 in the 2001-02 directory coming out in November 2001

15 The new directory came out in November 2001, and my disconnected office number–861-2886–*was* still listed as my business number In addition, Qwest (or Qwest Dex) did *not* list my home number, even though I had never authorized them not to list it There was thus

no way for people to find me using the directory I learned sometime in 2002 that the recording on the old business number, referring callers to my home number, had been removed, and that callers now simply got the annoying ascending tones and recording saying "this number has been disconnected " I tried several times to get Allegiance to restore the recording, and each time Allegiance promised not only to do so, but to expedite the order–and to make it effective for a year Despite these promises, the recording was never restored

16 I made sure, in the summer of 2002, that the 2002-03 directory, when it came out, would once and for all remove any reference to the disconnected number, 861-2886 I verified with Qwest or Qwest Dex that that number would not be published, and that my home number *would* be published However, on Dec 16, 2002, I got my new telephone directory–and 861-2886 was still listed as my business number I tried once again to get Allegiance to put a recording on it referring callers to my home number, and, once again, was told the order would be expedited and completed within 24 to 48 hours–but nothing was done prior to my filing suit

17 In addition to the problems recited above, Allegiance billed me for many months for a totally foreign telephone number which was never my number, and put a blocking instruction on my lines which I never ordered, so that people receiving my calls saw "unidentified" on their caller ID's and believed I must be a telemarketer Qwest also billed me for nonlist service for my home number, although I never requested not to be listed

18 I have suffered severe financial damage, including but not limited to lost profits and damage to reputation and impairment of good will for me personally, and for my law practice, because of the Defendants' egregious conduct I have also suffered severe emotional distress

FIRST CLAIM FOR RELIEF
(Breach of express or implied contracts and warranties, against all Defendants)

19 The foregoing allegations are incorporated by reference

20 I had contracts for telephone service with all Defendants, which were breached in the ways and manner described above The breaches continue to this day, because of the recent republication in the phone book of 861-2886–a disconnected number–as my business number I was not provided competent phone service by either company

SECOND CLAIM FOR RELIEF
(Claims under the tariffs filed for all Defendants)

21 The foregoing allegations are incorporated by reference

22 As to those particular contractual breaches liability for which is limited pursuant to either Defendant's governing tariff, I claim damages pursuant to the tariff

THIRD CLAIM FOR RELIEF
(Against the Qwest Defendants, for willful and wanton conduct, under the tariff or common law)

23 The foregoing allegations are incorporated by reference

24 The refusal by Qwest to accomplish the "winback" has constituted willful and wanton conduct Qwest or its agents have had a design and purpose to impair my business and candidacy for elected office I have suffered damages, both economic and noneconomic, from this conduct, which has been outrageous

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and severally for actual and compensatory damages, consequential damages, exemplary damages, interest as prescribed by law, attorney fees, costs, and such other relief as the Court deems just

PLAINTIFF REQUESTS THE ISSUES HEREIN BE TRIED TO A JURY OF SIX PERSONS

Dated this 21st day of February, 2003

FOR THE PLAINTIFF

Alison Maynard

Alison Maynard, #16561

CERTIFICATE OF SERVICE

Alison Maynard hereby certifies, by her signature, above that she has served the foregoing **"FIRST AMENDED COMPLAINT"** on both counsel for Allegiance Telecom, Inc , and for Qwest by fax this 21st day of February, 2003, at the following telephone numbers Peter Korneffel, Esq , fax (303) 223-1111, Lisa Koenig, Esq , fax (720) 566-4099

STEPHEN DELLERBA
Account Executive

7979 East Tufts Ave Parkway
Suite 1000
Denver CO 80237
303/713 7100 phone
303/773 8555 fax

allegiancetelecom,inc

Customer Care Hotline
800 553 1989

allegiance telecom inc
7979 E. Tufts Avenue Parkway
Suite 1000
Denver, CO 80237

facsimile transmittal

To Alison Maynard	From Stephen Dellerba
Fax 303/861-2902	Fax
Phone 303/861-2886	Phone 303.713.7100 X 7105
Re	Date November 17, 2000

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments Alison after speaking with you earlier on the phone here is some information about Allegiance and how we can compare with US West / Qwest

Quick Facts:

- www.algx.com
- traded on NASDQ "ALGX"
- Network is comprised of Lucent Tech. switching & Cisco routing equipment
- can offer excelent customer service - office in DTC
- all phone #s stay same

I will get back to you next week to see if we can sit down for 5-10 minutes. Thanks STEPHEN

Have a great weekend!

Allegiance Telecom, Inc.

SAVE $$$ ON LOCAL PHONE SERVICE

(Monthly Line Charges- local service only!)

Why pay more for the same service?

	Monthly Savings	Annual Savings	Reasons to try Allegiance Telecom
If you have.			
2 Phone Lines	$15 48	$185 76	6 Local Points of Contact
3 Phone Lines	$23.22	$278.64	No Term Commitment
4 Phone Lines	$30.96	$371.52	One Bill for Local and Internet
5 Phone Lines	$38.70	$464.40	One Call Customer Service
10 Phone Lines	$77.40	$928.80	On Site Bill Review
15 Phone Lines	$116.10	$1,393.20	No Charge to Switch
20 Phone Lines	$154.80	$1,857.60	Stop Slamming
25 Phone Lines	$193.50	$2,322.00	Satisfaction Guarantee
30 Phone Lines	$232.20	$2,786.00	Keep your same Phone Numbers

Savings based on current U S West monthly Rates of $43 61 for a single basic line and $47 70 for a business line.

Internet Service is also available www.allegiancetele com

	US West	ATI	,Savings
Single Line	$34 60	$27 68	20%
Eucl	$9 01	$9 01	
	$43 61	$36 69	$6 92

	US West	ATI	Savings
Business Hunt Line	$38 69	$30 95	20%
Eucl	$9 01	$9 01	
	$47 70	$39 96	$7 74

allegiancetelecom,inc.

Account Executive

7979 East Tufts Ave Parkway
Suite 1000
Denver CO 80237
303/713-7100phone
303/773-8555fax

Customer Care Hotline
800-553 1989

Call Today

for a FREE analysis your current local phone bill

OUR COMPANY

Local calling, long-distance calling, data transmission and Internet service—all from a single source, on one bill, with one number to call That's the pledge from Allegiance Telecom—the new telecom company built to serve today's business customer Not just another service reseller, Allegiance Telecom is a facilities-based company that owns and manages its own network equipment, which means more responsive and reliable service for you Our infrastructure is based on the latest developments in network operations, engineered to provide businesses with cutting-edge products and truly exceptional customer service

ALLEGIANCE TELECOM

THE NEW WAY FOR BUSINESS TO CONNECT℠

ALL IN-ONE SERVICE Allegiance Telecom was designed for one simple purpose to be a fully-integrated, state-of-the-art source for advanced telecommunications services—from local and long-distance calling to high-speed data transmission and Internet services Our local service includes core features from voice mail and caller ID to speed dialing and automatic callback Our long-distance service also offers a full selection of premium features, all under a simple pricing structure Other important products and services include our full-featured calling cards and toll-free services Of course, Allegiance Telecom can also provide your business with a complete package of Internet services, including Internet access, Web hosting and Web page design

PUTTING THE CUSTOMER FIRST Being a premier telecommunications service provider means more than simply offering cutting-edge products and services It means backing up those products and services with superior customer support At Allegiance Telecom, we do Our technological infrastructure has been built from the ground up with our customers' needs in mind Unlike most other providers, our provisioning, repair and billing capabilities are linked together in a single state-of-the-art system that eliminates redundant data entry, maximizes operations efficiency and provides customers with hassle-free, one-call service (1-800-553 1989)

CURRENT SERVICE AUDIT Getting started with Allegiance Telecom is easy First, we order your current customer service records from your local service provider Next, an Allegiance Telecom professional audits those records to ensure that we are able to provide your company with the same services that you have in place today Finally, we summarize your projected monthly savings in a clear and concise format

CONSOLIDATED BILLS Before the breakup of the Bell System, customers wrote one monthly check for all of their telephone services Now, Allegiance Telecom extends this benefit to our business customers, with one easy to-understand monthly invoice for local and long distance usage as well as Internet services

ON SITE BILL REVIEW

To help you manage your telecommunications costs, we provide your organization with an accurate, consolidated, easy to-understand invoice As an additional cost-management tool, an Allegiance Telecom professional is available upon your request to conduct an on site comprehensive review to ensure that you understand the cost and functionality of your current telecommunications services

TRUNK STUDY

Maximizing the number of access lines that you have activated is another value-added service provided to Allegiance Telecom customers Upon your request, we will complete a trunk study analysis to ensure that your company has the prope number of operational lines We will monitor your access lines to determine whether additional lines should be added to accommodate the growth in your business We will also monitor your lines to see if they should be decreased in order to realize additional operational efficiencies Of course, the trunk study is provided at no additional charge

SATISFACTION GUARANTEED

- *One-Call Customer Service* As your complete telecommunications provider, Allegiance Telecom offers "no hassle" customer support We provide all of our business customers with One-Call Customer Service, which eliminates the frustration of dealing with multiple telecom companies to resolve a problem or ask a service question
- *Term Plan Protection.* By eliminating the uncertainty involved in signing a term contract, Allegiance Telecom ensures th most competitive, cost-effective service for your business Our Term Plan Protection proactively adjusts your company rates to reflect the lowest price we offer for your particular service
- *Satisfaction Guarantee* Customer satisfaction is our top priority To ensure that your company has made the right telecommunications choice, Allegiance Telecom offers a full 90-day cancellation clause If for any reason you are no 100% satisfied with our service, we will switch you to the carrier of your choice in accordance with the terms of your service agreement

FOR MORE INFORMATION CALL

1-800-750-1833

allegiancetelecom, inc.

www allegiancetele com

APPLICATION FOR OPEN ACCOUNT

CUSTOMER CARE NUMBER 1-800-553-1989

BUSINESS INFORMATION

COMPANY NAME _____

BILLING ADDRESS _____

PHONE _____ FAX _____ E MAIL _____ DUNS # _____

CORPORATION STATE OF INCORPORATION _____ DATE INCORP _____

_____ PARTNERSHIP _____ PROPRIETORSHIP PROPRIETOR S SOC SEC # _____

OWNERS/PARTNERS/OFFICERS _____

ACCOUNTING CONTACT (NAME) _____ PHONE _____ FAX _____

TAX ID# _____ YEAR BUSINESS STARTED _____

TYPE OF BUSINESS _____

If any other company owns 50% or more of applicant COMPANY NAME _____

ADDRESS _____ APPLICANT S RELATIONSHIP _____

TYPE OF SERVICE REQUESTED	LEC ☐	LD ☐	OTHER ☐ _____
EST MATED MONTHLY BILLING	$ _____	$ _____	$ _____

CREDIT INFORMATION

_____ PREPARED CREDIT INFO PACKAGE ATTACHED _____ CURRENT FINANCIAL STATEMENTS

Current Telecommunications Carrier

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

_____ CONTACT _____

CITY _____ STATE _____ ZIP _____

Please attach copy of recent billing statement from carrier *Attached* _____

Trade Reference

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

_____ CONTACT _____

CITY _____ STATE _____ ZIP _____

Bank Reference

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

_____ CONTACT _____

CITY _____ STATE _____ ZIP _____

CUSTOMER ACCEPTANCE

In consideration of extending credit to applicant by Allegiance, Applicant agrees to the following terms

1 Allegiance is authorized to contact any party identified in this application to verify credit experience and the information provided and to obtain such credit information about Applicant as is necessary for the extension of credit.
2 Applicant agrees to pay all charges subject to Allegiance s federal and state tariffs billed by Allegiance for applicant s usage of services and if applicable minimum monthly usage billings including recurring and non recurring charges taxes and surcharges Allegiance may require a payment deposit from applicant
3 Applicant accepts all credit terms on account as billed by Allegiance including terms now in effect or hereafter established by Allegiance and agrees to make timely payment in compliance with such terms Current terms are payment in full within 30 days of invoice date
4 Applicant will pay Allegiance 1 5% per month (18% per annum) or lower as allowed by law on the unpaid balance of any invoice not paid within billing terms
5 Any claim or dispute arising from charges billed on the account must be asserted by Applicant within the time period provided for in the applicable tariff or the billing records of Allegiance will thereafter be deemed accurate and irrefutable
6 Applicant agrees to pay Allegiance reasonable costs including attorney and collection agency fees to the extent permitted by law incurred in the collection of any balance due on the account
7 Applicant will immediately notify Allegiance in writing of any change in the information on this application including but not limited to changes of company name address ownership and legal status
8 The person whose signature appears below is authorized to submit this application for Applicant and to bind Applicant to its terms

_____ _____

APPLICANT COMPANY AUTHORIZED SIGNATURE

_____ _____ _____

BY (Print Name) TITLE DATE

ALLEGIANCE TELECOM WHITE CUSTOMER YELLOW

allegiancetelecom, inc.

www allegiancetele com

LETTER OF AGENCY

CUSTOMER CARE NUMBER 1-800-553-1989

CUSTOMER PROFILE

CUSTOMER BILLING NAME			
CUSTOMER BILLING ADDRESS	CITY	STATE	ZIP
CUSTOMER STREET ADDRESS	CITY	STATE	ZIP
NAME OF PERSON AUTHORIZED TO ACT FOR CUSTOMER	AUTHORIZED PERSON S TELEPHONE NUMBER		

By signing below, I am authorizing Allegiance Telecom of _____, Inc ("Allegiance Telecom") to become my new telephone service provider in place of _____ ("Current Telephone Company") for the provision of the following type(s) of service

SERVICE

☐ Local Exchange Service _____ Customer's Initials

☐ Long Distance Service _____ Customer's Initials

☐ IntraLATA Toll Service _____ Customer s Initials

☐ International Interexchange Service _____ Customer s Initials

I authorize Allegiance Telecom to act as my agent to make this change happen, and direct my Current Telephone Company to work with the new provider designated above to effect the change

I understand that I must pay a charge of approximately **$** _____ **OR** ☐ **Charge Waived** to switch providers If I later wish to return to my Current Telephone Company, I may be required to pay a reconnection charge to that company I also understand that Allegiance Telecom may have different calling areas, rates and charges than my Current Telephone Company, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly

I authorize Allegiance Telecom to provide the services selected above to my telephone number(s) listed below, and no others

___-___-____	___-___-____
___-___-____	___-___-____
___-___-____	___-___-____
___-___-____	___-___-____

Initial here _____ if you are attaching a list of additional telephone numbers to be changed

I certify that I have read and understand this Letter of Agency I further certify that I am at least eighteen (18) years of age, and that I am authorized to change telephone companies for services to the telephone number(s) listed above

_____ _____

Customer Name (please print) Title

_____ _____

Customer Signature Date

FC CF TELECOM WHITE • CUSTOMER YELLOW

allegiancetelecom, inc.

Allegiance Telecom of Colorado Inc
www allegiancetele com

VOICE SERVICE ORDER

CUSTOMER CARE NUMBER 1-800-553-1989

CUSTOMER PROFILE

COMPANY NAME	ORDERED BY	BILLING CONTACT		
BILLING ADDRESS	CITY	STATE	ZIP	
PHONE	FAX	MULTI LOCATION (IF YES USE MULTI LOCATION FORM) ☐ YES ☒ NO	ORDER DATE	
SERVICE LOCATION ADDRESS	CITY	STATE	ZIP	
SERVICE LOCATION CONTACT	E MAIL ADDRESS			
PHONE	FAX	MARKET	COLLOCATION	
SALESPERSON	PHONE NUMBER	DISCOUNT	PROMOTIONAL NAME/CODE	

TERM (Beginning from date of installation)
☐ MONTH TO MONTH ☐ ONE YEAR ☒ TWO YEAR

MINIMUM MONTHLY REVENUE COMMITMENT
☒ $0 ☐ $100 ☐ $200 ☐ $500 ☐ $1000 ☐ OTHER _____

$25.00 ACCOUNT SET-UP FEE

CUSTOMER ACCOUNT #

☐ TAX EXEMPT (TAX EXEMPT CERTIFICATE MUST BE ATTACHED OTHERWISE ORDER WILL BE REJECTED)

TAX ID NUMBER

DESCRIPTION OF SERVICE

☐ Local Service Conversion ☐ Local Service - New ☐ Local T-1 ☐ Toll-Free ☒ Voice Mail ☐ Calling Card

LONG DISTANCE AND INTRALATA TOLL

Select choices for Long Distance

InterLATA Toll _____ Customer Initials

☐ Allegiance

	Minimum Monthly Revenue Commitment
☐ Plan A	$ 0
☐ Plan B*	$ 100
☐ Plan C*	$ 200

☐ Other _____
minimum 1 year term required

☐ Current Carrier _____

Account No _____

☐ Other _____

Select choices for IntraLATA Toll carrier

IntraLATA Toll _____ Customer Initials

☐ Allegiance Standard OR ☐ Optional Calling Plan**

☐ Current Carrier _____

Account No _____

☐ Other _____

Requires $100 Minimum Monthly Revenue Commitment

CUSTOMER AUTHORIZATION

CUSTOMER HEREBY APPOINTS ALLEGIANCE TELECOM AND ITS SUBSIDIARIES (ALLEGIANCE") AS ITS PRIMARY TELECOMMUNICATIONS PROVIDER (INCLUDING INTRALATA INTERLATA AND LOCAL SERVICE WHERE AVAILABLE AND SELECTED ABOVE) AND TO ACT AS ITS AGENT IN ALL MATTERS RELATING TO PROVIDING TEL ECOMMUNICATIONS SERVICES FOR EACH TELEPHONE NUMBER LISTED WITH THIS ORDER INCLUDING BUT NOT LIMITED TO THE AUTHORITY TO PLACE ORDERS WITH THE INCUMBENT LOCAL EXCHANGE CARRIER TO CHANGE ITS PRIMARY LOCAL AND INTEREXCHANGE CARRIER TO ALLEGIANCE THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL WRITTEN NOTICE IS RECEIVED BY ALLEGIANCE IN ACCORDANCE WITH THE TERMS HEREOF ANY ALTERATIONS TO THIS SERVICE ORDER WILL BE DISREGARDED UNLESS APPROVED IN WRITING BY TWO (2) ALLEGIANCE REPRESENTATIVES (ONE OF WHOM MUST BE AN ALLEGIANCE OFFICER) CUSTOMER FURTHER AGREES THAT ITS USE OF SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM INCLUDING A SPECIFIC LIMITATION OF LIABILITY CLAUSE AND THE TERMS CONDITIONS RATES AND CHARGES IN THE APPLICABLE ALLEGIANCE FEDERAL AND STATE TARIFFS OR PRICE LISTS AS THE SAME MAY BE REVISED FROM TIME TO TIME CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THE REVERSE SIDE OF THIS FORM

COMMENTS

CUSTOMER ACCEPTANCE

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM

CUSTOMER SIGNATURE		DATE
CUSTOMER NAME (PRINTED)	TITLE (PRINTED)	
AUTHORIZED ALLEGIANCE REPRESENTATIVE SIGNATURE		DATE
ALLEGIANCE REPRESENTATIVE NAME (PRINTED)	TITLE (PRINTED)	

TERMS AND CONDITIONS - VOICE SERVICE ORDER FORM

TARIFF References in this Agreement to Allegiance include Allegiance Telecom Inc and its operating subsidiaries This Agreement incorporates by reference the terms conditions and other provisions of federal and state tariffs price lists and similar documents (including limitation of liability provisions) ("Tariffs") as they may be amended from time to time In the event of any inconsistency between the Tariffs and this Agreement the Tariffs shall control

PROVISION AND BILLING OF SERVICE Service is generally billed on a monthly basis for a minimum period of one month Usage charges and usage shortfall charges for service are billed in arrears Most monthly recurring and non recurring charges are billed in advance Billed charges include applicable taxes and tax related surcharges Allegiance may require Customer to make reasonable deposits or other assurances of payment

PAYMENT Full payment of any invoice is due within 30 days after receipt of invoice or as provided for in the applicable Tariff Where authorized a monthly late payment fee of 1 5% (or lower if required by law) may be assessed for amounts unpaid commencing 30 days after receipt of invoice or as provided for in the applicable Tariff Customer shall provide Allegiance with written notice of any disputed charges appearing on the invoice within the time period provided for in the applicable Tariff Customer hereby agrees to pay all costs and expenses incurred by Allegiance in the collection of unpaid amounts including without limitation attorney fees and court costs to the extent permitted by law

MINIMUM MONTHLY REVENUE COMMITMENT Customer s minimum monthly revenue commitment is calculated on gross charges for actual service and includes monthly recurring charges interstate intrastate international inbound outbound switched dedicated and calling card usage The minimum monthly revenue commitment calculation excludes all other charges including without limitation government assessments directory/operator assistance calls and non recurring charges During the term of this Agreement Customer shall be assessed a shortfall charge under the following circumstances if at the end of any month during the term of the Agreement Customer fails to meet or exceed its minimum monthly revenue commitment as set forth herein Customer shall be invoiced and be required to pay the difference

CUSTOMER SATISFACTION GUARANTEE Subject to the conditions listed below if Allegiance is in material breach of its obligations regarding network quality or sales and ser vice support Allegiance will upon the Customer s written request terminate this Agreement without liability for the early termination fee and make reimbursement to Customer for any change over charges (up to a maximum of $100) incurred by Customer in switching to Allegiance s service and in returning to Customer s previous carrier The conditions asso ciated with this guarantee are as follows

1. Allegiance must receive written notice of the alleged material breach
2. The problem must be attributable to facilities or causes within Allegiance s reasonable control.
3. Allegiance must be unable to cure the material breach to Customer's reasonable satisfaction within 15 days after receipt of the written notice
4. Customer s account must be current (i e no balance older than 30 days)
5. The reimbursement for change over charges only applies if Allegiance receives the written notice within the first 90 days of service
6. Allegiance must receive a copy of the previous carrier s bill showing the change over charges

DEMARCATION POINT The Demarcation Point is the place within a building or office where the physical telecommunications line will be brought In the event the Demarcation Point is not located on Customer s premises or other circumstances Customer will be responsible for completing all inside and other necessary wiring includi g any and all costs associated therewith

RIGHT TO CANCEL ORDER While reasonable efforts are made to provide Customer with the services ordered under the Agreement there may be circumstances in which Allegiance may not be able to provide such service In that event Allegiance reserves the right to immediately cancel this Agreement prior to installation without liability and without any further obligations

TERMINATION Allegiance may suspend or terminate service in accordance with its rights in the Tariffs and its normal business practices without liability and without waiving any other legal or equitable rights that it may have Allegiance reserves the right to declare Customer in breach of this Agreement if Customer's account is not paid on a current basis Customer's qualifying monthly service is less than the agreed minimum monthly revenue commitment or Customer fails to meet any other obligation contained in this Agreement or the Tariffs If prior to the expiration of the then current term this Agreement is terminated by Allegiance for Customer s breach or by Customer other than under the Customer Satisfaction Guarantee Customer shall upon demand by Allegiance pay an early termination fee equal to the minimum monthly revenue commitment multiplied by the remaining number of months in the term ~~Customer shall also make reimbursement of any promotional credits and installation fee waivers granted to Customer during the term of the Agreement~~ Charges for such early termination shall constitute liquidated damages and are not imposed as a penalty Customer may terminate this Agreement without liability before the expiration date of the term if the Customer signs a new agreement with Allegiance for an equal or greater minimum monthly revenue commitment and term Upon termination of this Agreement for any reason it is Customer s responsibility to switch to a new carrier Allegiance shall coordinate with the previous or new carrier to transfer Customer's service to such carrier after receipt of written notice from Customer provided that Customer uses its reasonable best efforts to initiate the process and take all other actions requested by Allegiance to switch Customer s service to its new or previous carrier Customer shall be responsible for any and all outstanding charges owed to Allegiance at the effective date of termination and Customer shall be liable for all charges incurred during the transition to a new carrier

TERM AND RENEWAL OF TERM This Agreement shall be effective when signed by an authorized Allegiance representative The term of this Agreement shall continue for the duration of the term as set forth in this Agreement Upon expiration of the original term this Agreement will remain in effect under its current terms and conditions until either party provides the other party at least 30 days advance written notice of its intent to terminate this Agreement

LIMITATION OF LIABILITY THE ENTIRE LIABILITY OF ALLEGIANCE FOR ALL CLAIMS OF WHATEVER NATURE ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PROVISION OF SERVICE (INCLUDING ANY FAILURE TO PROVIDE SERVICE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONAL MONTHLY CHARGES TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH ANY MISTAKE OMISSION, INTERRUPTION, DELAY ERROR O DEFECT IN THE SERVICE OR EQUIPMENT OR ANY OTHER EVENT OR ACTION GIVING RISE TO ANY CLAIM OCCURS IN NO EVENT SHALL ALLEGIANCE BE LIABLE FOR DIRECT INDIRECT SPECIAL PUNITIVE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS ALLEGIANCE DISCLAIMS ANY EXPRESSED OR IMPLIED WARRAN TIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS PROVIDED IN THIS AGREEMENT ALLEGIANCE MAKES NO REPRESENTA TIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED

IT IS THE INTENT OF ALLEGIANCE AND THE CUSTOMER THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY SUCH CLAIMS DEMANDS ACTIONS LIABILITY COSTS OR ATTORNEYS FEES ARISING IN WHOLE OR IN PART FROM WARRANTIES EXPRESS OR IMPLIED, DEFECTS IN MATERIALS WORKMANSHIP OR DESIGN NEGLIGENCE IN WHOLE OR IN PART OF ALLEGIANCE GROSS NEGLIGENCE OF ALLEGIANCE, STRICT LIABILITY BREACH OF CONTRACT OR ANY OTHER FAULT CLAIMED AS A BASIS OF LIABILITY FOR ALLEGIANCE am

TOLL CALLS The long distance rates charged by Allegiance assume that no more than 20% of the volumes are destined to high cost regions High cost regions a e those operated by independent telephone companies or other non Bell destination codes Operating companies affiliated with the various Regional Bell Operating Companies are typically assigned Operating Company Numbers (OCN) in the 9000 series or the 5000 series For purposes of this section any toll call destined to an Area Code/Prefix or NPA/NXX assigned to a carrier with an OCN other than the 9000 series or 5000 series will be presumed to be high cost If in any one billing period the total volumes of Customer s toll calls are found to have more than 20% high cost traffic a surcharge of $ 05 per minute will be applied to all high cost volumes In such instances where the Customer exceeds the 20% limit for three (3) or more months then the Customer is considered in breach of this Agreement and Allegiance may exercise its rights under TERMINATION above

TOLL FREE NUMBERS CUSTOMER IS RESPONSIBLE FOR ALL USAGE ON ITS TOLL FREE (e g , 8xx) NUMBERS (INCLUDING WITHOUT LIMITATION, CHARGES FOR INCOMPLETE AND WRONG NUMBER CALLS) CUSTOMER SHALL DEFEND AND INDEMNIFY ALLEGIANCE FROM ALL LIABILITIES RELATED TO CUSTOMER S TOLL-FREE NUMBERS ALLEGIANCE SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY PREMATURE OR INCORRECT PUBLICATION OR ADVERTISEMENT OF A TOLL FREE NUMBER Requests for toll free numbers are controlled by an independent agency based on number availability at the time an order is submitted to the agency Allegiance does not guarantee the availability of any requested toll free number and is not bound by verbal confirmations to Customer o toll free number availability Customer may not reserve or activate a toll free number for the primary purpose of selling brokering bartering or releasing the toll free number for a fee or other con sideration

Customer has no proprietary interest in any toll free number but does have a qualified control interest in its active toll free numbers If upon cancellation of its Allegiance toll free service Customer does not submit a written request for the appointment of a new responsible organization or service provider for its toll free numbers within 20 days after such can cellation Customer releases all rights to use or control such toll free numbers Customer is subject to any toll free service policies and procedures implemented by Allegiance from time to time Allegiance is not obligated to transfer Customer s transportable toll free number(s) to another carrier if Customer has any outstanding balance on its Allegiance account

TELECOMMUNICATIONS FACILITIES Service will at Allegiance s sole option be provided via telecommunications facilities owned by Allegiance via telecommunications facilities leased from one or more other telecommunications carriers or via a combination of the foregoing provided Allegiance s ability to provide such service is not materially impaired Alle giance may also select at its sole discretion the delivery method for such service Without limiting the generality of the foregoing Customer authorizes Allegiance to convert service being provided solely through the facilities of one or more other carriers (i e resale service) to service being provided in whole or in part over Allegiance facilities (i e facilities based service) If Customer has any termination charge or other liability to its previous carrier Customer agrees to hold Allegiance harmless with respect to such charge or liability

ENTIRE AGREEMENT This Agreement sets forth the entire understanding between the parties and supersedes any prior oral or written representations offers or proposals made by Allegiance or its representatives This Agreement also governs any additional services or changes Customer may order or request during the term of this Agreement.

MODIFICATION This Agreement shall not be amended changed or modified except in writing executed by a representative of Customer and two (2) Allegiance representatives (one of whom must be an Allegiance officer) See *over am

ASSIGNMENT This Agreement shall be binding on Customer and Allegiance and their respective successors and assigns This Agreement however is subject to immediate ter mination at the election of Allegiance in the event of any sale by Customer of all or substantially all of its assets or stock or any attempted assignment of this Agreement by Customer

GOVERNING LAW This Agreement shall be in all respects governed by and enforced in accordance with the laws of the State of Colorado Customer and Allegiance hereby agree that jurisdiction and venue for any action concerning this Agreement shall be in Colorado

AUTHORITY TO EXECUTE The person executing this Agreement o i behalf of Customer represents and warrants that he or she is fully authorized to execute and deliver this Agree ment on behalf of Customer

NOTICES All notices for the Customer Satisfaction Guarantee or termination of this Agreement must be sent to Allegiance s Customer Care Department at 1950 Stemmons Freeway Suite 3026 Dallas TX 75207 Attention Contract Administrator All notices to Allegiance shall be sent by certified mail return receipt requested or by e mail to con tract admin@algx com

This line should have been included in my original changeover order. The number is 303-861-2896.

allegiance telecom, inc.

REQUEST FOR ADDITIONAL LINES

CUSTOMER CARE NUMBER 1-800-553-1989

SHADED AREA FOR OFFICE USE ONLY Clarify # 473322

Company Name	Name of Person Placing Order	Contact Telephone Number
LAW OFFICES OF ALISON MAYNARD	ALISON MAYNARD	303-861-2886
Contact Fax Number	**E-Mail Address (if applicable)**	**BILLING TELEPHONE NUMBER**
303-861-2902	Alis Mynrd@ aol.com	303-861-2886
Service Location Address (include suite or floor number)*	**City**	**State** / **Zip Code**
1536 OGDEN ST	DENVER	CO / 80218

*If floor number is not provided, Allegiance assumes service location will be located on the ground floor

Select line type and insert quantity

Line Type	Number of New Allegiance Lines	Number of Ported Lines* *Include CSR	Start Type (Loop/Ground)	Type of Line
☒ Voice - Single Line	—	—		☐ Fax ☐ Credit Card ☐ Modem ☐ Other
☐ Voice - Multi Business Line				
☐ Trunk Lines				
☐ DID Range		—	Start Type (Wink/Immediate)	
☐ DOD Range		—	Start Type (Wink/Immediate)	
☐ Other				

☐ Remote Call Forward	Number of Paths	Ring to Number

MUST USE FEATURE ADD/REMOVE FORM TO DESIGNATE FEATURES FOR INDIVIDUAL LINES

Will the new lines need to be added to hunt group? ☐ Yes ☐ No

Select hunt type ☐ Sequential ☐ Circular

Lines should hunt in the following order

1	2	3
4	5	6
7	8	9
10	11	12

Choose from the following.

Long Distance	☐ Allegiance	☐ Current Carrier	Account Number	PIC	☐ Other Carrier	PIC	☐ No PIC
IntraLATA Toll	☐ Allegiance	☐ Current Carrier	Account Number	PIC	☐ Other Carrier	PIC	☐ No PIC

Pic Freeze Required ☐ Yes ☐ No

DIRECTORY ASSISTANCE

☐ Directory Assistance	Listed Name	Listed Address

CUSTOMER ACCEPTANCE

By signing below Customer acknowledges and agrees that this Request for Additional Lines is governed by the terms and conditions (including the limitations of liability) in the original Service Order entered into with Allegiance Telecom or one of its subsidiaries. Customer agrees to pay for any additional charges in connection with this Request for Additional Lines & subject to terms of original service agreement

Customer Name (Please print)	Title
ALISON MAYNARD	OWNER
Customer Signature	**Date**
Alison Maynard	1-11-01

After signing please fax to