FORM B10 (Official Form 10) (12/03)		
United States Bankruptcy Court	DISTRICT OF New York	PROOF OF CLAIM
Name of Debtor	Case Number	
Allegiance Telecom	03-13057 (RDD)	}
NOTE This form should not be used to make a claim for an administra	tive expense arising after the commencement	
of the case A request for payment of an administrative expense may b		HCT OF NEW YORK
Name of Creditor (The person or other entity to whom the debtor own	Check ook if	SOOM, IIV
money or property)	anyone else has filed a proof of a claim relating to your claim. Affach	tRD)
Dawn Golden	1 cob) or purrous Briand	707
Name and address where notices should be sent	particulars Check box if you have never	101
1710 Cypress St	received any notices from the	
1710 Cypress St Brentwood CA 94513	bankruptcy court in this case	RECD MAR 11 200
OF EAR BOSCA CERT TO BE	Check box if the address differs from the address on the envelope	
Telephone number 925 998 2483	sent to you by the court	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies debtor	Check here □ replaces	
recount of other number by which elected recitives decical	if this claim a previously	filed claim, dated
	amends	
1 Basis for Claim		1
☐ Goods sold ☐ Services performed	☐ Retiree benefits as defined in 11 U	
☐ Services performed ☐ Money loaned	Wages, salaries, and compensation Last four digits of SS # 0058	(fill out below)
Personal injury/wrongful death	Unpaid compensation for services	performed
☐ Taxes ☐ Other	from 10/20/03 to 02	10/04
- Other	(date)	(date)
2 Date debt was incurred	3 If court judgment, date obtained	
Ongoing from 10/03-02/64		
4 Total Amount of Claim at Time Case Filed \$ 3,395	71 4,650	5 - 8045 71
(unsecur If all or part of your claim is secured or entitled to priority, also co	(piloli	ty) (Total)
☐ Check this box if claim includes interest or other charges in addition		ch itemized statement of all
interest or additional charges		
5 Secured Claim	7 Unsecured Priority Claim	
☐ Check this box if your claim is secured by collateral (including a right of setoff)	Check this box if you have an unse	
Brief Description of Collateral	Amount entitled to priority \$ Specify the priority of the claim	1620-
Real Estate Motor Vehicle	Wages, salaries, or commissions	s (up to \$4,650),* earned within 90
Other———	days before filing of the bankru debtor's business, whichever is	ptcy petition or cessation of the
Value of Collateral \$		enefit plan - 11 U S C § 507(a)(4)
	Up to \$2 100* of deposits towar	
Amount of arrearage and other charges at time case filed included in secured claim, if any \$	§ 507(a)(6)	l, family, or household use 11 USC
· · · · · · · · · · · · · · · · · · ·	☐ Alimony, maintenance or support or child - 11 U S C § 507(a)(7)	ort owed to a spouse, former spouse,
6 Unsecured Nonpriority Claim \$ 3395. 71		ernmental units 11 USC § 507(a)(8)
Check this box if a) there is no collateral or lien securing your		graph of 11 U S C § 507(a)()
claim or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority	*Amounts are subject to adjustment on 4 respect to cases commenced on or a	
if c) hone of only part of your claim is clittled to priority	,	
8 Credits The amount of all payments on this claim has been credite	d and deducted for the purpose of making	THIS SPACE IS FOR COURT USE ONLY
this proof of claim		THIS SPACE IS FOR COURT USE ONLY
9 Supporting Documents Attach copies of supporting document	ts such as promissory notes, purchase	TO PRIVE
orders invoices, itemized statements of running accounts, contracts, cou		3 E E E
agreements, and evidence of perfection of lien DO NOT SEND ORIGI	• • • • • • • • • • • • • • • • • • •	7
not available explain If the documents are voluminous attach a summa	·	n) MAK - 1 2004
10 Date-Stamped Copy To receive an acknowledgment of the filir addressed envelope and copy of this proof of claim	ig of your claim, enclose a stamped, self-	7 1
Date Sign and print the name and title if any of the	creditor or other person authorized to file	US BANARUPTO THE AT A
this claim (attach copy of power of attorney if a		SO DIST OF NEW YORK
2/25/04 Dann A.O.	Dawn Golden	
Penalty for presenting fraudulent claim Fine of up to \$500,000 or impi		C % 152 Allegiance Claim
•		

In reference to Allegiance Telecom 9201 Central Expressway Dallas, TX 75231 Bankruptcy CHPT 11 NY 5-14-03 #03-13057 (RDD)

Below I have listed the reasoning for my claim against Allegiance Telecom

First I am claiming the amount \$6492 03 total due in commissions that I never received I sold phone lines out side of my service area during a promotion that the company was having, along with everyone else in my office. We were given lists of current customers threw out the united states that used our internet services by our manager so that we were able to contact all existing customers and offer them a special new rate on our internet services I sold these lines on the instruction of our City Vice President and Manager In our commission plan it gives us a rate for our sales "Within Assigned Territory" and "Out of Territory" So it clearly tells us there is nothing wrong with selling out of our territory but our Regional Vice President came in and took all of our lines and assigned them to the "house account" in each of the cities that we sold the lines When lines go to the "house account" nobody in the office gets paid for these lines, just the line count goes to the City Vice President of the office. So in turn nobody got paid for any of these lines that were sold. I have included a breakdown below on how I received the totals that I felt I should have received for selling these lines I have also included documentation showing that everything I have stated in this claim regarding the commissions is fair and true Also included in the following documents are copies of the paperwork for all of these orders

Secondly, I have included the amount of \$1000 for bonuses. Allegiance had a promotion going on for all employees called "operation rejuvenation" This promotion stated that if an AE reached 75 lines they received a \$750 bonus if they if they sold 100 lines then we received a \$1000 bonus. This promotion was supposed to end on December 31st, 2003. However we were instructed by our City Vice President and Manager that this promotion was extended for all employees threw the end of January

Thirdly, I have included an amount of \$553 68 due in overtime that I have never been compensated for I started on October 20, 2003 From my start date on October 20, 2003 until February 10th, 2004 (80 days) we were forced to stay from 5 00 P M until at least 5 30 P M everyday for a nightly meeting We were supposed to be off of work at 5 00 P M, and have never been compensated for this overtime

This is a total of \$8,045 71

On the next page I have included a breakdown for my figures And on the pages following you will find all of the written documentation from Allegiance Telecom that shows all of the facts stated above are true

The breakdown for my claim is as follows.

For the 1^{st} month commissions we receive \$10 00 for our base line payment plus we receive \$3 00 PIC fee totaling \$13 00 a line

 1^{st} Month Commission - 182 Lines at \$13 00 a line = \$2366 (commission) x 140% (accelerator) = \$3312 40

2nd month revenue commissions I got my breakdown with the following information I had 4 deals at the 512k internet speed which is \$339 95 a month and I had 21 deals at the 1 024K internet speed which is \$439 95 a month Our commission plan states we receive 30% of the revenue generated

2nd Month Commission – \$339 95 x 4 (deals) = \$1359 80, \$439 95 x 21 (deals) = \$9238 95 \$1359 80 + \$9238 95 = \$10,598 75 \$10,598.75 x 30% = \$3179.63

Bonus - \$1000 00

Overtime - \$15.38 an hour Time and a half would = \$23.07 30 minutes of overtime for 80 days = 24 hours x \$23.07 = \$553.68

If any additional information is necessary please contact me at 925-998-2483 or via e-mail at dgolden212@yahoo com

One source for business telecom ™

700 E Butterfield Rd
Suitc 400
Lombard IL 60148
October 16 2003
630/522 5200 phone
630/522 5204 fax

Dawn Golden 1710 Cypress St Brentwood CA 94513

Dear Dawn

On behalf of Allegiance Telecom, Inc., I am pleased to offer you the position of Account Executive in our Oakland Sales office. This will be a very exciting and challenging opportunity in an expanding business environment, and your dedicated efforts will help us all to make it successful and rewarding as well

The material terms of the offer are set forth below

Official Start Date

Salary

October 20 2003 \$1,230 77/bi-weekly

Exempt

Automobile Allowance

Reports To

\$115 39/bi-weekly

Eddy Castillo

Employment is offered to you on an at will basis which means that it may be terminated diminished or otherwise changed at any time with or without cause and with or without notice. Nothing herein, or in any communicator leading to an offer may be construed as a promise of employment for a definite period of time. All employees of the Company must comply with Company policies and specifically all employees must agree to and sign those policies requested by the Company as a condition to employment. As an Account Executive you will be required to complete the training elements provided by the Company. This is a condition of employment. The offer of employment set forth herein can be revoked at any time by the Company upon reasonable grounds (which shall include, among other things, a determination by the Company that your application for employment was inaccurate or misleading)

In the event that you use your own vehicle for company business you must have a valid drivers license and must retain the minimum vehicle insurance coverage mandated by the state in which you reside and work. Failure to comply with this requirement will result in your immediate termination.

Allegiance does not allow its employees to use, or to bring with them in any form trade secrets or other information that is proprietary to any former employer. By signing below, you confirm to us that you will comply with that policy. We also require that you confirm by your signature that your acceptance of this position, and performance of your job for Allegiance, will not violate any agreements you have signed with any former employer including any non-competition, nondisclosure agreements or non-solicitation agreements.

Appraisals and merit reviews are given annually and are based on performance. Details regarding vacation, floating holidays and medical leave will be outlined in the employee guide which is included in your new hire package. As an additional part of your compensation, you will have the option of coverage under the Company's group medical, dental and life insurance plans. Information on these plans is enclosed. Your insurance benefits will be active on December 1, 2003

Please confirm your acceptance of this offer by signing one of the two enclosed original letters and returning it to me Also please complete the enclosed form(s) and return them along with your signed offer letter. The references herein to the Allegiance Telecom of California apply to the Allegiance Telecom subsidiary that is qualified to do business in the state where your Allegiance Telecom office is located.

I look forward to working with you and anticipate an enjoyable and mutually beneficial relationship. This offer is valid until close of business October 20, 2003

Sincerely Linda Robinson Sr Manager Human Resources	Dawn Golden	
	Date	

Allegiance Telecom 2003 - 2004 Incentive Compensation Plan Effective December 1, 2003

Field Sales (AE, Sr AE, MAM, Sr MAM)

Plan Overview Designed to attract, retain, and motivate high achievers in these positions employed by the Company, payouts under this incentive Plan are closely matched to both sales performance and individual contribution

Plan Objectives The objectives of this plan are to reward achievement of defined objectives, both financial and nonfinancial, with specified accounts, and to support the development of the skills required for success in these positions

Purpose This document presents the 2003 -2004 Incentive Compensation Plan for the above named positions within the company. This incentive plan is not intended to, nor may be construed to provide any guarantees of employment to any plan participant for any period of time.

On May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries, each filed voluntary petitions for reorganization pursuant to Chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and Allegiance is currently operating its business and managing its property as a debtor-in-possession. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Company is authorized to enter into and perform under post-petition agreements in the ordinary course business.

Allegiance Telecom, Inc , on behalf of itself and its subsidiaries, (the "Company") establishes the following criteria for bonus/ commission payments for the positions of Account Executive ("AE"), Senior Account Executive, ("Sr AE"), and Major Account Manager ("MAM") and Senior Major Account Manager ("Sr MAM"), with an Effective Date of December 1, 2003 for all sales keyed into Consolidated Order Entry (COE) beginning on December 1, 2003

A transition period shall be established for commissions paid for the months of December 2003 and January 2004. During this transition period, commissions shall be calculated under both the terms of the Plan effective February 1, 2003 and the Plan effective December 1, 2003 and the Sales Representative shall be paid the higher amount of Commissions calculated under both Plans. Any products Installed after January 31, 2004 will be paid under the terms of the Plan effective. December 1, 2003. AE's that are earning residual commissions for services installed under the compensation plan effective in February 1, 2003 will continue to receive residual commissions on those services only. Any services sold by AEs under the terms of this plan will not be eligible for residual commissions.

The undersigned hereby agrees that this document constitutes the Compensation Plan beginning December 1, 2003 and accepts the terms stated herein. The references herein to Allegiance Telecom apply to the Allegiance Telecom subsidiary that is qualified to do business in the state where your Allegiance Telecom office is located.

Employee	
Employee Name Printed	
Employee Address	
Date	

Incentive Plan Document Sections

The Incentive Plan document is presented in the following sections

Section	Description
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- 1 Plan Framework
- 2 Plan Specific Elements
- 3 Employee Responsibilities
- 4 Compensation
- 5 Additional terms and Conditions
- 6 Plan Modifications

Section 1 Plan Framework

Monthly NET SALES QUOTA = LINES (IN COE)

	AE	Sr AE	MAM/Sr MAM
Net Lines Sold	55	75	100

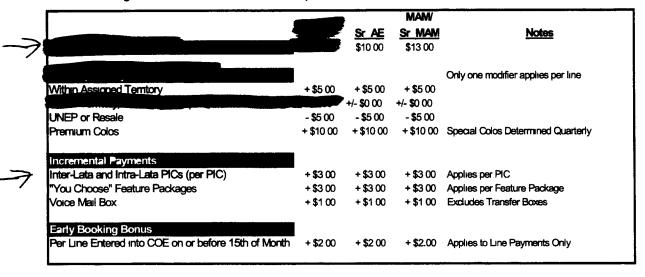
Quota ramp for newly hired AE's

Quota Ramp provided for newly hired AEs	AE Quota
Month 1 (net line sales)	30
Month 2 (net line sales)	40
Month 3 and beyond (net line sales)	55

Month one of the Quota Ramp shall begin in the month where a new AE's hire date is before the 16th calendar day of the month

PRODUCT INSTALLATION COMMISSIONS

The following schedule identifies the rates paid for Product Installation Commissions



ACCELERATOR/DECELERATOR SCHEDULE

The following schedule identifies the accelerator/decelerator that <u>will be applied to the Product</u> <u>Installation Commissions AND the Residual Revenue Payments</u> discussed later in this Plan

AE	
Quota Attainment	Factor
0 to 49 99 Percent	0%
50 to 79 99 Percent	60%
80 to 99 99 Percent	80%
100 to 109 99 Percent	100%
110 to 119 99 Percent	110%
120 to 149 99 Percent	120%
150 Percent or Greater	140%

5. AF	
Sr AE Quota Attainment	<u>Factor</u>
0 to 49 99 Percent	0%
50 to 79 99 Percent	70%
80 to 99 99 Percent	90%
100 to 109 99 Percent	110%
110 to 129 99 Percent	125%
130 to 149 99 Percent	140%
150 Percent or Greater	150%

MAM/Sr MAM	
Quota Attainment	Factor
0 to 49 99 Percent	0%
50 to 79 99 Percent	80%
80 to 99 99 Percent	100%
100 to 109 99 Percent	130%
110 to 119 99 Percent	140%
120 to 139 99 Percent	150%
140 Percent or Greater	160%



In cases where the sales representative achieves less than 50% of quota, no Product Installation or Residual Revenue Payments will be made

PAYMENT EXAMPLES

<u>Example 1</u> In a given month, a Sr AE sells 75 lines in his/her assigned territory, and 30 lines in a Premium Colo 50 of the lines sold have Allegiance as the provider of inter and intra-lata toll. The Product Installation Commission, and would be calculated as follows

		Base			Total Unit	Pre-Accelerator
Quantity	Product/Service	Payment	In Territory	Premium Colo	<u>Payment</u>	<u>Payment</u>
75	Lines in-Territory	\$10 00	\$ 5 00	NA	\$15 00	\$1 125 00
30	Lines in Premium COLO	\$10 00	NA	\$10 00	\$20 00	\$600 00
50	Inter-Lata PICs	\$3 00	NA	NA	\$3 00	\$150 00
50	Intra-Lata PICs	\$3 00	NA	NA	\$3 00	<u>\$150 00</u>
	Total Prodout Install Commiss	sions before A	Accelerator/Dec	pelerator		\$2,025 00
	Accelerator @ 140% of Quota	a (105 lines/7	5 Line Quota)			<u>140%</u>

Example 2 In a given month, a MAM sells 50 lines in-territory, and 25 lines of UNE-P 30 of the lines have Allegiance selected as the provider of inter and intra-lata toll 30 of the lines were entered into COE before the 15th of the month. The Product Installation Commissions would be calculated as follows

		Base			Total Unit	Pre-Accelerator
Quantity	Product/Service	<u>Payment</u>	In Territory	<u>UNE-P</u>	<u>Payment</u>	<u>Payment</u>
50	Lines in Territory	\$13 00	\$ 5 00	NA	\$18 00	\$900 00
25	UNE-P Lines	\$13 00	NA	-\$5 00	\$8 00	\$200 00
30	Inter-Lata PICs	\$3 00	NA	NA	\$3 00	\$90 00
30	Intra-Lata PICs	\$3 00	NA	NA	\$3 00	\$90 00
30	Lines entered before the 15th	\$2 00	NA	NA	\$2 00	<u>\$60 00</u>
		Total Before	Accelerator/De	celerator		\$1 340 00
		Accelerator	@ 75% of Quota	a (75 lines/10	0 Line Quota)	<u>80%</u>
		Total Paym	ent After Acce	elerator/Dece	lerator	\$1 072 00

<u>Example 3</u> In a given month, an AE on full quota sells 20 total lines All 20 lines are in-territory and with both inter and intra-lata PICs. The AE would receive no Product Installation Commissions on these lines or PICs because the AE is below 50% of quota

SECOND MONTH REVENUE COMMISSIONS

AEs, Sr AEs MAMs and Sr MAMs will be eligible to receive **thirty percent (30%)** of the Commissionable Revenue generated from the Second Invoice Cycle

RESIDUAL REVENUE PAYMENTS

Sr AE's MAMs and Sr MAMs will be eligible to receive a percentage of the Commissionable Revenue associated with the products/services that they sold, beginning with the third invoice cycle for those products/services Residual revenues shall only be paid on products/services associated with Accounts that are in good standing (Accounts not suspended or terminated for non-payment) The base Residual Revenue Payment Percentages are as follows

	<u>AE</u>	Sr AE	MAM/Sr MAM
Base Residual Revenue %	0 00%	2 75%	3 50%

Revenues for Resale and UNE-P services are not eligible for Residual Revenue Payments

Residual Revenue Payments will be multiplied by the appropriate accelerator/decelerator factor based on the sales representative's quota achievement

Example In the month of March, a MAM achieves 100% of his/her quota In March, the MAM has a total of \$50,000 in revenue that is eligible for Residual Revenue Payments The Residual Revenue Payment would be calculated as follows

Eligible Revenue	\$50,000
Times Base Percentage	3 50%
Times Accelerator/Declerator Factor	<u>130%</u>
Equals Residual Revenue Payment	\$2,275 00

While <u>AEs will not qualify for Residual Revenue Payments under this Plan</u>, the company shall track the revenue from services sold by the AE, and those revenues <u>shall be</u> eligible for Residual Revenue Payments when the AE is promoted to Sr. AE or MAM

A maximum of \$10,000 per month will apply to Residual Revenue Payments

Section 2 Plan Specific Elements

- Product Installation Commissions are not earned until the commissionable products/services have been placed into service defined as "Installed" Such "Installed" shall be determined by tracking the customer order via COE or other methods that the Company determines are most appropriate, and the Company's determination shall be final. Product Installation Commissions will be paid at the end of the month following confirmation that the commissionable products/services have been installed. In other words, Product Installation Commissions will be paid one month in arrears for example, if the install occurs on February 1, 2004, the Product Installation Commission will be paid on March 31, 2004.
- Product Installation Commissions will be adjusted based on the percent of quota achieved in the month that the product or service was sold. For example, if an AE has 60 net lines sold in June, then the following Accelerator/Decelerator factor would apply once the lines have been installed. Actual Sales (60)/Quota (55) equals 109% of quota attained. Based on 109% of Quota attained, the Factor would be 100% (see examples earlier in the Plan).
- The Line/Unit Value to be used to calculate Line Installation Payments shall be determined by the Company, in its sole discretion. In the case of Internet DS3's, a specific value will be assigned to each product configuration to be calculated by dividing the Monthly Recurring Revenue (MRC) for the product sold by \$41.00. For example, an Internet DS3 with a total MRC of \$4,100.00 would have a line value of 100.



- The Early Booking Bonus will be paid for lines entered into COE on or before the 15th calendar day of the month. In cases where the 15th falls on a weekend, the deadline will be extended to the following Monday.
- The following rules shall govern when a line sold is considered to be "in-territory"
 - In cases where a sale is made to a prospect that is for a lead assigned via the SPS/PAL system, but outside of the assigned territory, the in-territory premium shall be paid
 - For multi-location sales, the in-territory premium shall be paid, provided the account is reflected as a multi-location account at the time the services are installed, and at least one of the locations is within the assigned Territory. If a single location is sold outside of the assigned territory, and additional locations are added at a later date, the commissions already paid will not be modified.
 - In cases where a territory assignment is changed (including, but not limited to assignment to a new territory, or by changes to territory definitions), determination of whether or not to pay the in-territory premium will be based on the sales representative's territory assignment on the first calendar day of the month during which the commissionable product or service entered in COE

Territories may be modified from time to time at the sole discretion of the Company Sales Reps in markets that have only one territory will be assumed to be "in-territory"

Payment for the InterLata or IntraLata PICs for any applicable InterLata plan shall require that the Customer sign up for any applicable minimum monthly InterLata Toll billing charges and/or minimum term associated with the Commitment plans

- In cases where sales representative is reassigned to a different selling position (AE, Sr AE, MAM, Sr MAM, or Field Sales Manager), the commission rates for Product Installation Commissions, Second Month Revenue Commissions, and Residual Revenue Payments, if any, will be based on position that the individual is in as of the <u>first day of the month in which</u> the commissionable product or service was entered in COE
- Quota attainment shall be determined by determining the sales representatives net sales as of the eighth calendar day of the month following the month for which quota attainment is being calculated. For example, quota attainment for the month of January will be determined based on the net sales reflected for January on the 8th day of February.
- 10 Residual Revenue Payments will be adjusted based on the percent of quota achieved in the month for which such payments are being calculated. For example, if a Sr. AE has 80 net lines sold in June, the following accelerator would be applied to the Residual Revenue Payment for June. Actual Sales (80)/Quota (75) equals 107% of Quota attained. Based on 107% percent of Quota attained, the Factor would be 110% (see examples earlier in plan).
- Lines or services sold to customers at no charge, as a part of a promotional offer shall not qualify for product installation commissions. For example, the four lines associated with the "Double Your Speed" internet upgrade promotion would not qualify for line installation payments.
- Sales Representatives may be eligible for payments under this plan when the sales representative is identified as the salesperson for a service as reflected in the Company's billing system(s), or by other methods that the company, in its sole discretion, determines are most appropriate
- 13 Commissionable Revenue is defined as monthly recurring revenue and usage revenue, net of any discounts or credits, and excludes all taxes, surcharges, fees, credits, and reimbursements
- Second Month Revenue Commissions and Residual Revenue Payments will not be paid where the customer account that the revenue is associated with is not in good standing (e.g. has been suspended or disconnected for non-payment), or if the sales representative is no longer an employee of the Company
- In cases where a sales representative is receiving Residual Revenue Payments from a sale, and an account is renewed by a different sales representative, the representative that renewed the account shall receive the any Residual Revenue Payments due
- Second Month Revenue Commissions will not be earned until the second month's invoice cycle has been completed for product/service generating Commissionable Revenue Second Month Revenue Commissions will be paid at the end of the month following the close of the second invoice cycle. For example, commissionable revenues invoiced in the month of June would be paid at the end of the month of July.
- 17 In the event that an employee's employment is terminated for any reason, all rights to Residual Compensation are immediately forfeit
- 18 Commissions shall not be paid on sales that violate Company policies, including, but not limited to, slamming, cramming, CPNI rules, or violations of company sales practices or code of ethics
- All Commissions paid shall be subject to a charge-back if the product or service is disconnected for non-payment within 5 full calendar months of the product or service being

installed The charge-back shall be equal to 100% of the Commissions (including any accelerators paid for the services disconnected) paid for the product or service disconnected

Section 3 Employee Responsibilities

- The Employee Responsibilities and the terms and conditions of this Plan supplement and do not supersede the Company Policies applicable to all employees
- The Employee understands and agrees that the duties and responsibilities of the Employee required by his/her position with the Company (including the territory or territories in which the Employee is required to sell products) are wholly within the discretion of the Company and may be modified, or new duties and responsibilities imposed by the Company, at any time, without notice or the consent of the Employee
- The Employee understands and agrees that he/she will faithfully devote all his/her efforts and entire time during normal business hours to advance the interest of the Company. The Employee further understands and agrees that he/she has a fiduciary duty of loyalty to the Company and that he/she will take no action which in any way harms the business, business interests, or reputation of the Company.
- During the existence of the employment relationship between the Company and the Employee, the Employee agrees that he/she will not directly or indirectly engage in competition with the Company at any time and the Employee further agrees that he/she will not on his/her own behalf, or as another's agent, employee, partner, shareholder, or otherwise, engage in any of the same or similar duties and/or responsibilities required by the Employee's position at the Company, other than as an Employee for the Company pursuant to this Compensation
- The Employee understands and agrees that any information, funds, or property received by the Employee during his/her employment with the Company shall become the sole property of the Company Accordingly, the Employee understands and agrees that he/she shall immediately turn over all information, funds, or property that come into his/her possession during his/her employment with the Company The Employee understands and agrees that breach of this covenant may result in immediate termination, without notice
- The Employee understands and agrees that he/she shall not have any authority to negotiate prices or enter into any agreements on behalf of the Company An appropriate manager or supervisor must approve all prices and agreements

Section 4 Compensation

- The Company agrees to pay the Employee a bi-weekly salary, less statutory payroll deductions, payable in accordance with the Company's then-existing regular payroll practices and procedures.

 Based of the Company's current payroll practices and procedures, all salary is paid bi-weekly (26)
 - the Company's current payroll practices and procedures, all salary is paid bi-weekly (26 times per year) and all commissions are paid monthly, a month in arrears (12 times per year). The Employee understands and agrees such compensation is fair and adequate compensation for his/her services.
- Commission payments are an additional incentive for meeting and exceeding incremental sales goals Commissions will be based on the products that the Employee sells to the customer

- The Employee understands and agrees that commissions for any sales shall not be earned or payable until valid Customer orders are placed in service as stated herein. The Employee further understands and agrees that any monies paid by the Company in excess of the commissions actually earned are not compensation. Rather, these monies shall be considered monies advanced to the Employee and must be repaid to the Company upon request. Moreover, by signing below, the Employee agrees and authorizes the Company to deduct any such advances from his/her salary and/or commission checks.
- The Employee understands and agrees that his/her compensation and the Company's Compensation Plans are subject to modification upon written notice at the sole discretion of the Company, without the consent of the Employee, and that neither these compensation provisions nor the Company's Compensation Plan in any way constitutes an agreement to employ the Employee for any definite period of time
- 5 All approved (ICB) special pricing sales will be subject to a reduction in commissions
- An Employee terminated for any reason will receive any earned commission to be paid, based on the criteria stated herein, through their date of termination
- An account sold by multiple representatives should be assigned to one Employee at the completion of the sale. The Senior Vice President of Sales must approve the split for commissions by multiple representatives.
- 8 Commissions paid on products/services from Customer accounts terminated or cancelled due to misrepresentation by an Employee will be charged back in full
- Ommissions paid on products/services that were shown to be Installed as the result of a misrepresentation by the Employee, human or systems error will be subject to charge back
- 10 Voice DS-3 or transport type products will <u>NOT</u> qualify for Commissions
- 11 Employees on leave for a period of three months or less may retain existing accounts Employees on leave for more than three months may have their accounts reassigned by the City Vice President and/or Regional Vice President
- Disputes arising from commission payments, or lack thereof, must be filed in writing with the Regional Vice President within 90 days of the actual or expected commission pay date NOTE. All claims not filed within 90 days shall be deemed waived.



Section 5 Additional Terms and Conditions

- The Employee acknowledges and agrees that he/she is an "at-will" employee. The Employee understands and agrees that the Company may terminate his/her employment at any time, without notice, for any reason, with or without cause, including but not limited to, any of the following reasons
 - The Employee becomes physically or mentally disabled as defined by 29 C F R Sec 1630 2(g)(1), and cannot perform the essential functions of the his/her position, with reasonable accommodation,
 - b The Company determines, in good faith, that the Employee's job performance is unsatisfactory
 - c The Employee violates any provision of the Company's policies
 - d The Employee is convicted of a felony, or a misdemeanor involving moral turpitude

- e The Employee engages in misconduct in the course and scope of his/her employment with the Company including, but not limited to "slamming", "cramming", indecency, immorality, insubordination, excessive tardiness or absenteeism, dishonesty, harassment of employees or customers, abuse of alcohol or controlled substances, or disorderly conduct, or
- f Disloyalty
- The Employee understands and agrees that, in the event of termination of employment, for whatever reason, whether at the insistence of the Employee or the Company, the Employee will return to the Company within seventy-two (72) hours of the time when notice of termination is communicated by either party, or sooner if requested by the Company, all equipment, property, literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists, customer's orders, contracts and fee agreements, advertisements, company or customer profiles, manuals, activity reports, reference materials, records, cards, or notes acquired, compiled, or coming into the Employee's knowledge, possession, or control in connection with his/her activities as an employee of the Company, as well as all machines, parts, equipment, or other materials received from the Company, or from any of its customers, agents, or suppliers, in connection with such activities. By signing below, the Employee authorizes the Company to deduct the replacement cost of any materials from any sums due and owing from the Company if the Employee fails to return such materials to the Company
- Both parties understand and agree that the law of Texas, excluding its conflict of laws provisions, will govern the validity, interpretation, and effect of this Compensation Plan, as well as any other disputes arising out of or relating to the employment of the Employee by the Company
- The Employee understands and agrees that if he/she was formerly employed by a competitor of the Company, the Employee acknowledges and agrees that he/she is not in possession of any documents or other materials pertaining to his/her prior employer and is not in violation of any agreement or covenant executed by the Employee and any prior employer. In the event that a prior employer of the Employee files suit or institutes any other legal proceeding against the Company, the Employee, or both, for any reason arising out of the Employee's prior employment with the prior employer, the Employee agrees to indemnify the Company for all judgments, settlement payments, assessments, fines, damages, costs and expenses, including attorneys' fees, which the Company may incur as a result of such suit or legal proceeding
- Both parties understand and agree that this Compensation Plan constitutes the complete and entire agreement between the parties concerning the subject matter, that no previous Compensation Plan, either oral or written, shall have any effect on its terms or provisions, and that all Compensation Plans, either oral or written, are expressly superseded and revoked by this Compensation Plan

Section 6 Plan Modifications

The Company reserves the right to change, suspend or discontinue the Incentive Plan at any time without prior notice. Nothing in this Plan shall be construed as a guarantee of employment for any participant for any fixed period of time.

The Company reserves the right to alter sales objectives at any time during the year for any reason, for example to reflect its evaluation of market adjustment, epidemic or unusual cause, price changes, product obsolescence, new products, or account realignment

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	D	ESCRIPTION	OF ADDI	TIONAL SI	RVICE		Ļ		
Type of Line (Please Specify)	Q	uantity	Loop or Ground	L	ines will be	(check one):			
Line Type 256k-5	12k Qty	صر		Custome	r Ported Lines*	New Allegiance	ines		
Line Type. 512k - 70	68k Qty			•Include CSR	(Grad Not Require	ed)			
Line Type 768k - 1 02	4M Qty			Local C	arrier	LD Carrier			
77	MD's Please su	ecify the followin	e:	CIC Code=	CIC Co	ode -			
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(Wunk/Immed)		Digits		LD Carrier A					
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If adding new Multi-l	lunt Lines in	to existing or ne	w hunt gro	up, please sp	ecify hunt seque	ence":	-		
*May use abbreviations !	st New#, 2nd N	ow#, etc to arrang	e hunt group	sequence with	new numbers				
Please specify if feature						will be used for (check a	. T.		
			1			area:			
No features needed		s will be needed*			Modem	Credit Card m	adhine		
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	V .			<u> </u>					
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Customer Signature (Req	wind if No Sign	ed Pricing Sheet L	ncluded)	-	Date				
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DD								per 925-405-4101
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			pecify the followin	ox	CIC Code=		CIC Code	
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If adding new M	uid-Hin	t Lines in	to existing or ne	w hunt grou	ip, please sp	ecity hunt	sequence	C**.
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*May use abbreviat	ions 1st N	ew#, 2nd N	lew#, etc to arrange	e hunt group s	equence with	pow nambe	rs	NAME OF THE PERSON OF THE PERS
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Customer Signature	(Require	d if No Sigi	ned Pricing Sheet In	icluded)		Date		

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Allegiance Telecom of Dallas, Inc. 1950 N. Stemmions Freey. Suite 3046 , Dallas, Torons 75207

ADDITIONAL LINE REQUEST FORM

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SNTF.					Customer Se	ervice 1-800-553-	1989
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Main Telephone Number		Account Nu	mber			<u> </u>	
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Company Name	a 0.11. a					•	
American Medic	al Billing						
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Customer Contact First an	Customer Contact Number						
Dean		1630 924 - 0156					
	DESCRIPTION	OF ADDI	TIONAL S	ERVICE			
Type of Line	Quantity	Loop or	Lines will be (check one):				
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Line Type. 256k - 512k	Qty:		Custom	er Ported La	nes* [New Allegiance	Lines
Line Type: 512k - 768k	Qty:		*Include CSI	R (Grid Not	Required)		
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*If Ordering DID	's, Please specify the followin	ıg:	CTC Code		CIC Codo		
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into? (check one):	If new Multi-Funt Lines need a new hunt group established, please specify hunt type (check one):					c	
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If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*:							
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Please specify if features wi	ll be added on the new lines?	Please speci	fy if the Singl	e Business	Lines will be	used for (check o	ne).
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*If features will be needed, G	rid is REQUIRED.	Qıy	Qly:	Qty:	Q	ly:	
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Man Mills							
Customer Signature (Require	icluded)	•	Date				
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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101
Customer Service 1-800-553-1989

SNTF					(Customer Service 1-800-5	53-1989
			custo	MER INFO	ORMATION		
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Needh					<u>MA</u>	02494	
Customer Con		d Last Nar	ne		Customer Contact Nu		
Mike F	-lynn				(301) 479 - 16		
			DESCRIPTION	OF ADDI	TIONAL SERVICE		
Type of (Please S		Ç	Quantity	Loop or Ground	Lines will be (check one):		•
Line Type	256k - 512k	Qty			Customer Ported I	ines* New Allegia	ince Lines
Line Type	512k - 768k				*Include CSR (Grid Not	_	
Line Type	512-10 M	Qty	16 Locations		Local Carrier	LD Cai rier	
*If O	rdering DID	's, Please s	pecify the followin		CIC Code-	CIC Code	
Start Type	Ţ <u></u>		# of Out Pulse			<u></u>	
(Wink/Immed)			Digits		I D Carrier Account#		
120 1				,	Will the new Lines be	V	
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If adding new	Multi-Hui	it Lines in	ito existing or ne	w hunt groi	up, please specify hun	t sequence*	
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*May use abbre	viations 1st N	lew#, 2nd N	New#, etc to arrange	e hunt group :	sequence with new number	L15	
Please specify if features will be added on the new lines? Please specify if the Single Business I mes will be used for (check one)							
No features needed Features will be needed* Fax Voice Modem Ciedit Card machine							
*If features will be needed, Grid is REQUIRED Qiv Qty Qty Qty							
Sales Engineer First and Last Name Sales Engineer Number							
May 9hm 1/22/04							
Customer Signa	ture (Require	d if No Sigi	ned Pricing Sheet Ir	ncluded)	Date		
							-

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Allegiance Telecom, Inc., et al. Case No. 03-13057-(RDD)-11

DOCUMENTS APPENDED TO CLAIM

On Jureaso:	nne 13, 2005, document(s) were appended to Claim Number 2784 for the following n(s):
	Stipulation/Order
	New Supporting Documents
	Change of Address
	Stipulation and Order
\boxtimes	Other: Docket Number 2219 EOD 6/13/05

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11

ALLEGIANCE TELECOM, INC., et al., : Case No. 03-13057 (RDD)

Debtors. : Jointly Administered

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ORDER GRANTING THE EIGHTH OMNIBUS OBJECTION TO CERTAIN PROOF OF CLAIM

Upon the Eighth Omnibus Objection to Certain Proofs of Claims dated August 6, 2004 of the Allegiance Telecom Liquidating Trust (the "ATLT") for an order pursuant to Section 502(b) of the Bankruptcy Code disallowing or amending certain proofs of claim as set forth therein (the "Objection"), including proof of claim number 2784, filed by Dawn Golden, in an unsecured, priority amount of \$4,650.00 and an unsecured, non-priority claim in the amount of \$3,395.71 (the "Golden Claim"); and the Court having jurisdiction to consider and determine the Objection as a core proceeding in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that the relief requested by the Objection is necessary and in the best interests of the ATLT, these estates, and their creditors; and due and sufficient notice of the Objection having been provided, including notice to the United States Trustee and holders of the claims listed in the exhibits to the Objection, including Ms. Golden; and it appearing that no other or further notice is necessary; and in light of Ms. Golden's failure to appear at a hearing on May 25, 2005 before this Court, notwithstanding due and sufficient notice of such hearing being given to Ms. Golden; and in light of Ms. Golden's failure to file a formal response to the Objection or to notify the Court of any response to the Objection or to object to the settlement on her of the form of this Order; and sufficient cause appearing therefor, it is

ORDERED that the Objection, with respect to the Golden Claim, is granted; and it is

further

ORDERED that the Golden Claim is hereby disallowed and expunged in its entirety.

Dated: New York, New York June 13, 2005

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE