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June 21, 2010

RECEIVED

JUN 22 2010

PUBLIC SERVICE
COMMISSION

VIA OVERNIGHT MAIL

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602

Re: dPi v. BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
KPSC 2009-00127

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and five (5) copies of BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky's Data Requests to dPi Teleconnect, LLC.

Should you have any questions, please let me know.

Sincerely,


Mary K. Keyer

Enclosures

cc: Parties of Record

823376

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

DPI TELECONNECT, L.L.C.)	
)	
COMPLAINANT)	
V.)	
)	
BELLSOUTH TELECOMMUNICATIONS, INC.)	
D/B/A AT&T KENTUCKY)	
)	
DEFENDANT)	CASE NO.
)	2009-00127
)	
_____)	
)	
DISPUTE OVER INTERPRETATION OF THE)	
PARTIES' INTERCONNECTION AGREEMENT)	
REGARDING AT&T KENTUCKY'S FAILURE TO)	
EXTEND CASH-BACK PROMOTIONS TO DPI)	

BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T
KENTUCKY'S DATA REQUESTS TO dPi TELECONNECT, LLC

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky") hereby serves its Data Requests to dPi Teleconnect, L.L.C. ("dPi") pursuant to the Procedural Schedule approved by the Kentucky Public Service Commission by Order dated March 17, 2010 ("*Scheduling Order*").

INSTRUCTIONS

(a) If any response required by way of answer to any Interrogatory or any response requiring the production of documents responsive to any Request for

Documents is considered to contain confidential or protected information, please furnish the information and/or responsive documents subject to a protective agreement.

(b) If any response required by way of answer to any Interrogatory is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion. If any document is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

(c) Each Interrogatory is to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(d) If an Interrogatory cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of an Interrogatory, answer all parts of the Interrogatory to which you do not object, and as to each part to which you object, separately set forth the specific basis for the objection in the time frame required by the *Scheduling Order*. Any objection that is not made with the time frame required by the *Scheduling Order* shall be deemed waived.

(e) Each Interrogatory is continuing in nature and requires supplemental responses should information unknown to you at the time you serve your responses to these Interrogatories subsequently become known or should your initial response be incorrect or untrue.

(f) To the extent you believe you have provided in connection with other litigation or regulatory dockets documents and information that are responsive to the requests listed herein, please indicate such in your responses and identify the specific documents and information, the specific case in which such documents and information were provided, the date on which the documents and information were provided, and under what circumstances they were provided (*i.e.*, in response to a data request, as part of a deposition or testimony, in a hearing, etc.).

DEFINITIONS

(a) “dPi” means dPi Teleconnect, L.L.C., any predecessors in interest, its parents, subsidiaries, and affiliates, its present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of dPi.

(b) “AT&T” means BellSouth Telecommunications, Inc. d/b/a AT&T Southeast, d/b/a AT&T Kentucky.

(c) “BellSouth” means BellSouth Telecommunications, Inc.

(d) “You” and “your” refer to dPi.

(e) “Person” means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(f) “And” and “or” shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of each Interrogatory or Document Request information that would not otherwise be brought within the scope of such Request.

(g) The term “document” shall have the broadest possible meaning under applicable law. “Document” means every writing or record of every type and description

that is in the possession, custody or control of dPi, including, but not limited to, correspondence, memoranda, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail ("Email") files, and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

(h) The phrases "refer t o" and "relate to" mean consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any way, or in any way logically or factually connected or associated with the matter discussed.

AT&T KENTUCKY'S FIRST SET OF INTERROGATORIES

1. Please identify all documents which support the contention that "in Kentucky, dPi qualified and applied for, but was not credited, approximately \$37,050 in cash back promotions." (Complaint, p. 4).
2. For the cash back promotions that dPi contends it is entitled to in Kentucky (approximately \$37,050), please identify the dollar amount associated with each of the three promotions identified in footnote 2 of dPi's Complaint.
3. If dPi contends that it is entitled to any cash back promotions other than the three promotions identified in footnote 2 of dPi's Complaint, please specifically identify each such promotion, state the amount dPi contends it is entitled to for each such promotion, and identify all documents that support such amounts.
4. Please identify all documents which support the contention that "[a]cross the 9-state BellSouth region, the total figure that dPi qualified and applied for, but was not paid, is \$465,950 in cash back credits." (Complaint, p. 4).
5. For the cash back promotions that dPi contends it is entitled to in the former BellSouth region (approximately \$465,950), please identify, by State, the dollar amount associated with each of the three promotions identified in footnote 2 of dPi's Complaint.
6. Please identify all AT&T and/or BellSouth documents in dPi's possession, custody, or control that relate in whole or in part to dPi's requests for cash back promotional credits.
7. Please identify all AT&T and/or BellSouth representatives that dPi (or any Person working on behalf of dPi) has spoken with regarding dPi's requests for cash back promotional credits.
 - a) For any AT&T and/or BellSouth representative identified, please describe the substance of such conversations and the time frame when such conversations occurred.
 - b) For any AT&T and/or BellSouth representative identified, please identify all documents, including emails and written correspondence, regarding cash back promotional credits.
8. Please describe the process that dPi or any Person and/or third party acting on behalf of dPi (for example, Lost Key) used (or uses) to ensure that its requests for cash back promotional credit complied (or comply) with the requirements of the respective promotion.
 - a) Does dPi have any role in this process?

- b) Is this process performed entirely by a third party or Person?
 - c) If you answered Interrogatory 8(a) affirmatively, describe dPi's role in this process.
9. Of the promotional requests at issue in this proceeding, did dPi submit any request in response to a dPi end user request for a cash back promotional credit?
- a) If you answered Interrogatory 9 affirmatively, identify all documents that memorialize all such requests by a dPi end user or that otherwise support your response to Interrogatory 9.
10. When dPi receives a cash back promotional discount on wholesale services purchased from AT&T, how much (if any) of the promotional discount does dPi pass on to its end users?
11. Please explain the process by which dPi passes amounts described in Interrogatory 10 to its end users and identify all documents that memorialize such process.
12. Have any of dPi's promotional credit requests to AT&T in Kentucky been approved (*i.e.*, paid by AT&T to dPi)?
- a) if you answered "yes," what is the amount that dPi has received in cash back promotional credits and when did dPi receive such credits?
 - b) if you answered "yes," please identify all dPi documents associated with each cash back promotional request that has been approved in whole or in part by AT&T and all AT&T documents in your possession that acknowledge (or approve) the same.
13. If you answered Interrogatory 12 in the affirmative, did dPi pass the promotional discount on to its end users?
14. If you answered Interrogatory 13 in the affirmative, please provide all documents that demonstrate that dPi passed the promotional discount on to its end users.
15. Identify every action in the ordering process by which the dPi end user specifically orders (or requests) a cash back promotion.
16. Does the dPi ordering process include any requirement for its sales representatives to offer a cash back promotion to its customers?

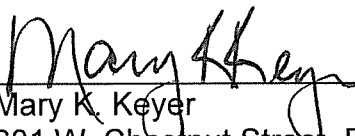
- a) if you answered "yes" describe such requirement with particularity, and identify all documents that support your response to Interrogatory 16.
17. Please state the number of Kentucky customers dPi had in December 2003.
18. Please state the current number of dPi customers in Kentucky.
19. If successful in this proceeding, does dPi intend to pass on to its end users the promotional discounts dPi may be awarded in this proceeding?
- a) if you answered "yes," what is the amount dPi intends to pass on to its end users?
- b) if you answered "yes," describe the process by which dPi intends to use to pass on promotional discounts to its end users.
20. Please provide the number of residential customers dPi served in Kentucky as of each of the following dates: (a) January 2003; (b) June 2007; and (c) June 2009.
21. **Attachment A** to this set of requests is a page from dPi's website with regard to the Frankfort, Kentucky area. Please identify any inaccuracies, if any, in the information set forth in Attachment A and provide all information necessary to fully correct each inaccuracy you identify.
22. The first page of Attachment A to this set of requests includes, under the "Quote" heading, an "Upgrade" that reads "(1st month free) The dPi Club Program (\$3.00 Monthly)." AT&T Kentucky's understanding is that when a customer uses this website to order dPi residential service from dPi, unless the customer clicks the "remove" link associated with that entry, the customer receives this Program and incurs a charge of \$3.00 per month with the exception of month one. Please confirm that AT&T Kentucky's understanding is accurate or, to the extent it is inaccurate, please provide all information necessary to fully correct any such inaccuracy.
23. Referring to Attachment A and to pages 28-29 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744, please state the amount of the service activation charge and/or the customer activation fee dPi would charge a residential customer in Frankfort, Kentucky 40601 if the Line Connection Charge Waiver was not available.
24. With regard to Attachment A and to pages 30-31 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744, please explain what the \$1.69 USOC Order Charge is and how dPi determined the amount of that charge.

25. **Attachment B** to this set of requests was obtained from dPi's website with regard to a potential Lifeline/Link-Up America customer in the Frankfort, Kentucky 40601 area. Please identify any inaccuracies, if any, in the information set forth in Attachment B and provide all information necessary to fully correct each inaccuracy you identify.
26. Please explain the manner in which dPi uses the Lifeline/Link-Up America Application contained in Attachment B.
27. Does dPi have, in any form including without limitation electronic form, any of the actual service orders it submitted to then-BellSouth that are associated with each cash back promotional credit it is seeking in this docket?
28. Please confirm that **Attachment C** to this set of requests is an accurate copy of Exhibit 8 to the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744. Please produce a complete and executed copy of this or any other document(s) that address and/or govern the relationship between Lost Key Telecom and dPi at any point in time from January 2000 to the present, including without limitation the "notes" and the "new contract" referenced at page 141 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744.
29. Please provide the answer to the following question on page 141 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744: "What specifically during the negotiation process made you go from a 3 percent number back up to a 5 percent number?"
30. Please provide the answer to the following question on page 145 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744: "And my question was, when that claim was denied and not paid, when did dPi first come to AT&T and say, We dispute the denial, and we're going to escalate?"
31. Please provide the answer to the following question on page 150 of the August 25, 2009 deposition of Thomas O'Roark, taken in *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Utilities Commission Docket No. P-55, Sub 1744: "Do you have a policy that tells your service representatives how far back to go in resolving customer billing issues?"

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please produce any and all documents which dPi reviewed, relied upon, which support, evidence, pertain, or are otherwise related to dPi's responses to any of AT&T Kentucky's First Set of Interrogatories.
2. Please produce all documents identified in response to any of AT&T Kentucky's First Set of Interrogatories.
3. Please produce a copy of the contract(s) between dPi and any third party or Person (for example, Lost Key) by which such Person became dPi's agent for the purpose of submitting requests for promotional credits.
4. Please produce any and all documents which dPi reviewed, relied upon, which support, evidence, pertain, or are otherwise related to dPi's responses to any of AT&T Kentucky's Data Requests.
5. To the extent that your answer to Interrogatory No. 27 is anything other than an unqualified "No", please produce copies of the actual service orders dPi submitted to then-BellSouth that are associated with each cashback promotional credit dPi is seeking in this docket.
6. Please produce all documents that support your response to Interrogatory No. 30.
7. Please produce all documents that support your response to Interrogatory No. 31.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.
D/B/A AT&T SOUTHEAST D/B/A AT&T
KENTUCKY

820194

Attachment A
(Frankfort Kentucky)



Home Products My Account Contact Us About Us Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Please select additional features/services for your monthly plan.

* Click on the feature/service name to view a description

Basic	Quote	Call Features
Unlimited Local Calling dPi Club Program First Month Rate: \$39.99	Total: \$39.99	<input type="checkbox"/> Call Forwarding * \$7.00 Call Forwarding allows you to transfer all of your calls to another telephone number. Call Forwarding must be activated from your home phone. Lift the handset and listen for dial tone. Press *72 in some areas you must dial 72# with a touch tone. At the tone, dial the # calls are to be forwarded to. To deactivate Call Forwarding Press *73 or 73# and hang up.
Upgrades The dPi Club Program (1st month free)	remove \$0.00 Total Upgrades: \$0.00	<input type="checkbox"/> Busy Redial * \$7.00 Busy redial automatically redials the last number you dialed. To Activate -- Lift the headset and listen for dial tone and press *66. To cancel busy redial press *86.
Grand Total: \$39.99 (Excluding Taxes and Fees)		<input type="checkbox"/> Call Return * \$7.00 Call Return automatically returns the most recent incoming call, whether answered or not. Listen for the dial tone and press *69 to return the last call received.
		<input type="checkbox"/> Caller ID * \$12.00 Caller ID allows you to see the name and number of the person calling you.
		<input type="checkbox"/> 3 Way Calling * \$7.00 Three-way Calling allows you to add a third person to your conversation. To activate press and release the flash key (#) to place the first caller on hold, listen for three quick tones, followed by a dial tone. Dial the number you want to add to the conversation, when that person answers press the flash (#) key once and all three parties will be connected.
		<input type="checkbox"/> Call Waiting * \$7.00 To use call waiting you will hear a tone during the call. Press flash key to answer the other line and then press flash again to return to caller.
		<input type="checkbox"/> Call Trace * \$7.00 With Call Trace, you will be have to initiate an automatic trace of the last call received
		<input type="checkbox"/> Speed Dial * \$7.00 With Speed Dialing 8, you will have easy and immediate access to family, friends, emergency and other important numbers.
		<input type="checkbox"/> Call Block * \$7.00 With Call Block, you will have the ability to prevent incoming calls from up to six different telephone numbers.
		Special Offers
		<input type="checkbox"/> Grace Days/Extension (1st month free) * \$2.50 This plan allows the Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected.
		<input checked="" type="checkbox"/> The dPi Club Program (1st month free) * \$3.00 Involuntary Unemployment Insurance: If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436).
		Grocery Coupon Savings Book: Get valuable coupons on the products you buy every day. Use them at any grocery store and save over \$500 every year. Select from more than 1,000 brand name items.
		Debt and Credit Counseling Services: If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPi). The dPi Club Program, Gold Package (1st month free) * \$5.00 Involuntary Unemployment Insurance:

If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436)

Grocery Coupon Savings Book:
Get valuable coupons. Use them at any grocery store and save over \$500 every year

Debt and Credit Counseling Services:
If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPi).

Grace Days:
This allows a Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected.

Internet

dPi Net * **\$11.99**

dPi net Offers High Speed Dial Up Service with Free Email, Custom Web Page (up to 25MB), 24x7 Technical Support, No-Disc Easy Installation.

Listing

Non-Published Listing * **\$7.00**

This allows for a phone number to be withheld from both the printed phone book as well as being accessible on 411.

Long Distance

Long Distance - 2,000 Anytime Minutes 877-260-2763 * **\$13.00**

This is the best value DPI has ever offered. You can make long distance calls, anytime you want. 1-877-260-2763 Receive 2,000 Long Distance Anytime Minutes per month of Domestic Voice Use only.

Long Distance - 500 Anytime Minutes 877-260-2763 * **\$10.00**

If you have average long distance calling habits each month, and you want a good price when you use it, this is for you. 1-877-260-2763

Long Distance - 200 Anytime Minutes 877-260-2763 * **\$6.00**

If you have average long distance calling habits each month, but you want a good price when you use it, this is for you. 1-877-260-2763

Long Distance - 100 Anytime Minutes 877-260-2763 * **\$3.50**

If you don't use a lot of long distance each month, but you want it cheap when you use it, this is for you. 1-877-260-2763

Lifeline

Lifeline Credit * **(\$13.50)**

LIFELINE CUSTOMERS - ONLY AVAILABLE TO THOSE CUSTOMERS WHO MEET THE REQUIRED LEGAL QUALIFICATIONS FOR LIFELINE AND CAN PROVIDE THE REQUIRED PROOF OF ELIGIBILITY. Legal documentation must be obtained and sent to dPi Corporate offices in order for a customer to be provisioned with this product.

Link Up America Credit * **(\$30.00)**

A government subsidized program that gives partial credit of the Service Activation charge to customers who qualify for the Lifeline Assistance Program.

Package

Call Feature Bonus Package * **\$35.50**

This package includes Call Forwarding, Call Waiting, Caller ID, Call Return, 3-Way Calling and can make all the Local calls you want for one low price.

Call Feature Super Value * **\$27.00**

This package includes Call Forwarding, Call Waiting, Caller ID and 3-Way calling.

Call Feature Saver * **\$16.00**

This package includes Call Waiting and Caller ID





Home Products My Account Contact Us About Us Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Order Summary

ZipCode: 40601 Bell South

Package and Features Selected	Price	Month 2 Charges	Modify	Remove
Basic Service	\$39.99	\$39.99		
Access Fee		\$2.00		
USOC Order Charge	\$1.69	\$1.69		
FCC Subscriber Line Fee	\$6.50	\$6.50		
Retention Credit		(\$6.30)		
Prompt Pay Discount				
Payment Deferral		\$6.33		
A.A.M. Fee	\$5.00	\$5.00		
Service Activation Charge	\$60.00			
Service Activation Charge		\$0.00		
Payment Deferral	(\$69.68)			
The dPI Club Program		\$3.00	Modify	Remove
Debt and Credit Counseling				
Grocery Coupon Savings Book				
Involuntary Unemployment Insurance				
Product Total	\$43.50	\$58.21		
Taxes				
Sales Tax	\$9.83	\$9.35		
Total Amount Due	\$53.33	\$67.56		



Product Name	Mo.1	Mo.2	Mo.3	Mo.4	Mo.5	Mo.6	Mo.7	Mo.8	Mo.9
Basic Service	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99
Access Fee		2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
USOC Order Charge	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
FCC Subscriber Line Fee	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
Retention Credit		-6.30	-6.30	-6.30	-6.30	-6.30	-6.30	-6.30	-6.30
Prompt Pay Discount			-10.00	-10.00	-10.00	-10.00	-10.00	-10.00	-10.00
Payment Deferral		6.33	6.33	6.33	6.33	6.33	6.33	6.33	6.33
A.A.M. Fee	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Service Activation Charge	60.00								
Service Activation Charge		0.00	0.00	0.00	0.00				
Payment Deferral	-69.68								
The dPI Club Program		3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Debt and Credit Counseling									
Grocery Coupon Savings Book									
Involuntary Unemployment Insurance									
Subtotal Product	43.50	58.21	48.21	48.21	48.21	48.21	48.21	48.21	48.21
Taxes, Fees and Surcharges	9.83	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Total	53.33	67.56	57.56	57.56	57.56	57.56	57.56	57.56	57.56

Tax Details: Month 1	
District Tax (Residential)	\$1.43
E911 Tax	\$1.00
FCC Regulatory Fee (Wireline)	\$0.02
Fed Universal Service Fund	\$0.99
Federal Excise Tax	\$1.47
Other taxes 237	\$0.02
P.U.C. Fee	\$0.15
Sales Tax	\$3.25
Statutory Gross Receipts	\$1.40
Telecommunications Relay Service Surcharge	\$0.02
Universal Lifeline Telephone Service Charge	\$0.08





Home Products My Account Contact Us About Us Call Us Toll Free at: 1-877 JOIN DPI (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Please provide the following account information

ZipCode:40601 Bell South

Customer Information

First Name *

Last Name *

Email *

Birthday (mm/dd/yyyy) / /

1st Contact # * - -

2nd Contact # - -

Previous Phone # - -

Previous Phone Co. BellSouth

Service Address

Uncheck the box if your mailing address will be different than your service address.

Address 1 *

Address 2

City *

State * KY Kentucky

Zip * 40601

Mail Address

Address 1 *

Address 2

City *

State *

Zip *

Web Access

dPi Teleconnect provides you with the ability to access your Account Online. You have the ability to view the progress of your new order, view your most recent billing statement, process online payments and much more!

Please provide a password to access your Online Account:

Password *

Confirm Password *

Refund Policy

Refunds are made only if DPI cannot establish the service you are requesting. Refunds are mailed directly from the Dallas, TX office and typically arrive in 7-10 business days.



Attachment B

Lifeline/Link-up America

Frankfort, Kentucky



Home Products My Account Contact Us About Us Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Please select additional features/services for your monthly plan.

* Click on the feature/service name to view a description

Quote	Call Features
<p>Basic</p> <p>Unlimited Local Calling dPi Club Program First Month Rate: \$26.49</p> <p>Upgrades</p> <p>Lifeline Credit remove (\$13.50) Link Up America Credit remove (\$30.00) The dPi Club Program (1st month free) remove \$0.00</p> <p>Total Upgrades: (\$43.50)</p> <p>Grand Total: (\$17.01) (Excluding Taxes and Fees)</p>	<p>Total: \$26.49 <input type="checkbox"/> Call Forwarding * \$7.00</p> <p>Call Forwarding allows you to transfer all of your calls to another telephone number. Call Forwarding must be activated from your home phone. Lift the handset and listen for dial tone. Press *72 in some areas you must dial 72# with touch tone. At the tone, dial the # calls are to be forwarded to. To deactivate Call Forwarding Press *73 or 73# and hang up.</p> <p><input type="checkbox"/> Busy Redial * \$7.00</p> <p>Busy redial automatically redials the last number you dialed. To Activate – Lift the headset and listen for dial tone and press *66. To cancel busy redial press *86</p> <p><input type="checkbox"/> Call Return * \$7.00</p> <p>Call Return automatically returns the most recent incoming call, whether answered or not. Listen for the dial tone and press *69 to return the last call received.</p> <p><input type="checkbox"/> Caller ID * \$12.00</p> <p>Caller ID allows you to see the name and number of the person calling you.</p> <p><input type="checkbox"/> 3 Way Calling * \$7.00</p> <p>Three-way Calling allows you to add a third person to your conversation. To activate press and release the flash key (#) to place the first caller on hold, listen for three quick tones, followed by a dial tone. Dial the number you want to add to the conversation, when that person answers press the flash (#) key once and all three parties will be connected.</p> <p><input type="checkbox"/> Call Waiting * \$7.00</p> <p>To use call waiting you will hear a tone during the call. Press flash key to answer the other line and then press flash again to return to caller</p> <p><input type="checkbox"/> Call Trace * \$7.00</p> <p>With Call Trace, you will be have to initiate an automatic trace of the last call received</p> <p><input type="checkbox"/> Speed Dial * \$7.00</p> <p>With Speed Dialing 8, you will have easy and immediate access to family, friends, emergency and other important numbers.</p> <p><input type="checkbox"/> Call Block * \$7.00</p> <p>With Call Block, you will have the ability to prevent incoming calls from up to six different telephone numbers.</p> <p style="text-align: center;">Special Offers</p> <p><input type="checkbox"/> Grace Days/Extension (1st month free) * \$2.50</p> <p>This plan allows the Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected</p> <p><input checked="" type="checkbox"/> The dPi Club Program (1st month free) * \$3.00</p> <p>Involuntary Unemployment Insurance: If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436).</p> <p>Grocery Coupon Savings Book: Get valuable coupons on the products you buy every day. Use them at any grocery store and save over \$500 every year. Select from more than 1,000 brand name items.</p> <p>Debt and Credit Counseling Services: If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPi).</p> <p style="text-align: right;">The dPi Club Program, Gold Package (1st month free) * \$5.00</p> <p>Involuntary Unemployment Insurance:</p>

If you become involuntarily unemployed dPi TeleConnect will waive your monthly payments for up to 3 months subject to the provisions of the program (1-888-600-4436)

Grocery Coupon Savings Book:
Get valuable coupons. Use them at any grocery store and save over \$500 every year.

Debt and Credit Counseling Services:
If you are currently living paycheck to paycheck or if credit cards bills are weighing you down? Then speak with one of our Credit Counselors and we will be happy to assist you (1-800-285-8546 ID Code: dPI).

Grace Days:
This allows a Customer 5 extra days after their due date each month to make a payment with no risk of being disconnected.

Internet

dPi Net * **\$11.99**
dPi net Offers High Speed Dial Up Service with Free Email, Custom Web Page (up to 25MB), 24x7 Technical Support, No-Disc Easy Installation.

Listing

Non-Published Listing * **\$7.00**
This allows for a phone number to be withheld from both the printed phone book as well as being accessible on 411.

Long Distance

Long Distance - 2,000 Anytime Minutes 877-260-2763 * **\$13.00**
This is the best value DPI has ever offered. You can make long distance calls, anytime you want. 1-877-260-2763 Receive 2,000 Long Distance Anytime Minutes per month of Domestic Voice Use only.

Long Distance - 500 Anytime Minutes 877-260-2763 * **\$10.00**
If you have average long distance calling habits each month, and you want a good price when you use it, this is for you. 1-877-260-2763

Long Distance - 200 Anytime Minutes 877-260-2763 * **\$6.00**
If you have average long distance calling habits each month, but you want a good price when you use it, this is for you. 1-877-260-2763

Long Distance - 100 Anytime Minutes 877-260-2763 * **\$3.50**
If you don't use a lot of long distance each month, but you want it cheap when you use it, this is for you. 1-877-260-2763

Lifeline

Lifeline Credit * **(\$13.50)**

LIFELINE CUSTOMERS - ONLY AVAILABLE TO THOSE CUSTOMERS WHO MEET THE REQUIRED LEGAL QUALIFICATIONS FOR LIFELINE AND CAN PROVIDE THE REQUIRED PROOF OF ELIGIBILITY. Legal documentation must be obtained and sent to dPi Corporate offices in order for a customer to be provisioned with this product.

Link Up America Credit * **(\$30.00)**

A government subsidized program that gives partial credit of the Service Activation charge to customers who qualify for the Lifeline Assistance Program.

Package

Call Feature Bonus Package * **\$35.50**
This package includes Call Forwarding, Call Waiting, Caller ID, Call Return, 3-Way Calling and can make all the Local calls you want for one low price.

Call Feature Super Value * **\$27.00**
This package includes Call Forwarding, Call Waiting, Caller ID and 3-Way calling.

Call Feature Saver * **\$16.00**
This package includes Call Waiting and Caller ID.





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 [Contact Us](#) |
 [About Us](#) |
 Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

[Select Provider](#) >
 [Select Package](#) >
 [Select Services](#) >
 [Order Summary](#) >
 [Address / Customer Info](#) >
 [Make Payment](#) >
 [Account Summary](#)

Order Summary

ZipCode: 40601 Bell South

Package and Features Selected	Price	Month 2 Charges	Modify	Remove
Basic Service	\$39.99	\$39.99		
Access Fee		\$2.00		
Retention Credit		(\$6.30)		
USOC Order Charge	\$1.69	\$1.69		
FCC Subscriber Line Fee	\$6.50	\$6.50		
Prompt Pay Discount				
Payment Deferral		\$6.33		
A.A.M. Fee	\$5.00	\$5.00		
Service Activation Charge	\$60.00			
Service Activation Charge		\$0.00		
Payment Deferral	(\$69.68)			
The dPi Club Program		\$3.00	Modify	Remove
Debt and Credit Counseling				
Grocery Coupon Savings Book				
Involuntary Unemployment Insurance				
Lifeline Credit	(\$13.50)	(\$13.50)	Modify	Remove
Link Up America Credit	(\$30.00)		Modify	Remove
Product Total	\$0.00	\$44.71		
Taxes				
Sales Tax	\$0.00	\$0.18		
Total Amount Due	\$0.00	\$44.89		

Product Name	Mo.1	Mo.2	Mo.3	Mo.4	Mo.5	Mo.6	Mo.7	Mo.8	Mo.9
Basic Service	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99	39.99
Access Fee		2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Retention Credit		-6.30	-6.30	-6.30	-6.30	-6.30	-6.30	-6.30	-6.30
USOC Order Charge	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69	1.69
FCC Subscriber Line Fee	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
Prompt Pay Discount			-10.00	-10.00	-10.00	-10.00	-10.00	-10.00	-10.00
Payment Deferral		6.33	6.33	6.33	6.33	6.33	6.33	6.33	6.33
A.A.M. Fee	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Service Activation Charge	60.00								
Service Activation Charge		0.00	0.00	0.00	0.00				
Payment Deferral	-69.68								
The dPi Club Program		3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Debt and Credit Counseling									
Grocery Coupon Savings Book									
Involuntary Unemployment Insurance									
Lifeline Credit	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50	-13.50
Link Up America Credit	-30.00								
Subtotal Product	0.00	44.71	34.71	34.71	34.71	34.71	34.71	34.71	34.71
Taxes, Fees and Surcharges	0	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
Total	0.00	44.89	34.89	34.89	34.89	34.89	34.89	34.89	34.89

Tax Details: Month 1									
<input type="button" value="Print"/> <input type="button" value="Close"/>									



Home Products My Account Contact Us About Us Call Us Toll-Free at: 1-877 JOIN DPI (564-6374)

Select Provider > Select Package > Select Services > Order Summary > Address / Customer Info > Make Payment > Account Summary

Please provide the following account information

ZipCode:40601 Bell South

Customer Information

First Name *

Last Name *

Email *

Birthday (mm/dd/yyyy) / /

1st Contact # - -

2nd Contact # - -

Previous Phone # - -

Previous Phone Co. BellSouth

Service Address

Uncheck the box if your mailing address will be different than your service address.

Address 1 *

Address 2

City *

State *

Zip *

Mail Address

Address 1 *

Address 2

City *

State *

Zip *

Web Access

dPI Teleconnect provides you with the ability to access your Account Online. You have the ability to view the progress of your new order, view your most recent billing statement, process online payments and much more!

Please provide a password to access your Online Account:

Password *

Confirm Password *

Refund Policy

Refunds are made only if DPI cannot establish the service you are requesting. Refunds are mailed directly from the Dallas, TX office and typically arrive in 7-10 business days.



Kentucky Lifeline/Link-Up-America Application

Please read and certify the following statement by checking the box below:

"No member of my family has previously received a federal linkup subsidy at my current address"

When completed mail, fax, or email form to:
dPi Teleconnect, LLC
3350 Boyington Dr., Suite 200
Carrollton, TX 75006
Fax 1-800-610-9557
Call today for more information: 1-800-350-4009

This signed authorization is required in order to enroll you in the Lifeline/Link-Up-America program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. Service requests will not be processed until this form has been received and verified by Company.

1. Sign me up for Lifeline

State service is provided in: _____

2. I hereby certify that I participate in at least one of the following programs:

- Food Stamps
- National School Lunch's Free Lunch Program ("NSL")
- Section 8 Federal Public Housing Assistance ("FPHA")
- Medicaid
- Supplemental Security Income ("SSI")
- Temporary Assistance for Needy Families ("TANF")
- Low-Income Home Energy Assistance program ("LIHEAP")

I certify, under penalty of perjury, that I am a current recipient of the above program(s) and will notify my local telephone company when I am no longer participating in any of the above-designated program(s). I give permission to the duly authorized official(s) administering the above programs to provide to the local telephone company my participation status in any of the above program(s). I give this permission on the condition that the information in this form and any information about my participation in the above programs provided by officials be maintained by the company as confidential customer account information.

3. I also certify that:

- My telephone service is listed in my name.
- I am not listed as a dependent on another person's tax return (unless over the age of 60).
- The address listed is my primary residence, not a second home or business.

Applicant's Name: _____ Last Four Digits of Social Security Number: _____

Applicant's Home Address: _____

City: _____ State: _____ Zip Code: _____

Applicant's Home Telephone Number: _____ Or Applicant Can Be Reached At: _____

Applicant's Signature: _____ Date: _____

Attachment C

04/06/2010 11:58 6152147406 BELLSOUTH TN LEGAL → 91 245282948

NO. 360 0001

2010 APR -7 AM 9:26

LA PUBLIC SERVICE COMMISSION

Lost Key Telecom, Inc
P.O. Box 34474
Pensacola, FL 32507
kywattson@lostkeytelecom.com
850.497.9984
850.492.7444 Fax

August 2nd, 2004

On behalf of LKT, I am pleased to provide this engagement letter describing our proposed efforts to work with DPI on the monthly outsourcing of local Promotional Credits. We understand the importance of this project and have designed our engagement to meet your needs.

Project Objective

The objective of the Local Promotional Credits process is to find, submit and receive credits for all Promotionals that DPI is qualified to receive on a nonrecurring basis and a recurring basis. LKT will submit all qualified data for current nonrecurring and recurring Promotionals. LKT will also strategic develop a strategy to send all back data starting with 2004, 2003, 2002, 2001, and 2000.

Method

LKT is staffing this project with experienced individuals (as well as software tools) in order to implement a monthly Local Promotional Credits process. The intent is to perform a monthly outsourcing service for DPI for the Local Promotional Credits. In order for this project to be a success, LKT and DPI will be required to work together very closely. Specifically, DPI will be providing the following information, access, and support to LKT:

- The monthly Bell South/SBC Resale data.
- Current Bell South/SBC Interconnection Agreement.
- One point of contact (POC) within DPI who has end-to-end knowledge of current DPI processes to drive any identified issues and/or disseminate findings and results internally within the organization.
- To research other RBOC's for the potential of promotional credits.
- To monitor and advise of any cost savings with regard to Products and Promotionals offered by the RBOC's

Our success in meeting the objective of this engagement relies, to a great extent, on a cooperative working relationship between LKT and DPI staff. This includes timely decisions and approvals. In addition, our effort is dependent upon the information provided by DPI being true, accurate, and complete.



Project Scope

The project scope will focus on a monthly local resale Promotional for Bell South/SBC. In addition, any effort required above and beyond the activities described in this letter other than for Local Promotional Credits will be billed at an hourly rate described in the Fees section below.

Project Plan

In meeting the objectives of this engagement, we have divided the project plan into two areas: Recurring Promotional Credits and Non-Recurring Promotional Credits.

Recurring Promotional Credits

Objectives:

- The primary objective of the Recurring Promotional Credits is to identify BTN/WTN(s) and features that are qualified to receive credits based on the promotional specifications with in the BellSouth /SBC.
- Resolution: to complete for DPI any necessary supporting documentation for filing the promotional credits and disputes and the monitoring of credits. LKT will participate on conference calls on an as needed basis with DPI and Bell South/SBC to discuss any Promotional credits at no additional fee.

Non-Recurring Promotional Credits

Objectives:

- The primary objective of the Non-Recurring Promotional Credits is to identify BTN/WTN(s) that are qualified to receive credit based on the promotional specifications with in the BellSouth/SBC.
- Resolution: to complete for DPI any necessary supporting documentation for filing the promotional credits and disputes and the monitoring of credits. LKT will participate on conference call on an as needed basis with DPI and Bell South/SBC to discuss any Promotional credits at no additional fee.

Timing

- Once the complete Resale data is furnished on disk to LKT, the Recurring and Non-Recurring Promotional credits will be submitted to BellSouth/SBC within a two week

period. DPI will begin receiving credits within 30 days from submission to Bellsouth/SBC.

Fees, and Expenses

Following is an explanation of the fees and expenses associated with this project.

One Time Set up Fee: The fees for this outsourcing engagement will be a one time set up fee of \$5,000.00.

Current Promotional and Disputes Fees: Everything from July 1st 2004 forward

- 2004 5% of promotionals and disputes paid.
- 2005 5% of promotionals and disputes paid.
- 2006 3% of promotionals and disputes paid.

All rate schedules will change on anniversary date of agreement. LKT guarantees that it shall provide, to DPI, at least the lowest percentage and/or fees that it charges any of its other customers with regard to promotionals, disputes and hourly rates. Based on the volume of the company.

Back Promotional and Disputes Fees:

- Duration of Agreement will be 1 % of promotionals and disputes paid.

Payment Process: LKT will bill DPI after the credits have been posted to DPI's bill from the RBOC.

Hourly Rate: For work that LKT performs that is outside the scope described above the rate is \$150 per hour. LKT will inform DPI prior to beginning such work.

Out-of-Pocket Expenses: DPI will be billed for all out-of-pocket expenses (travel, and shipping of data)

Terms

Terms of this Agreement: DPI agrees to a three year outsourcing term beginning with the review of the June 1st 2004 data. This agreement is for a minimum of 3 years however, DPI may terminate this Agreement upon thirty (30) days notice to LKT and no further obligation to LKT other than for promotionals and disputed submitted, by LKT, on behalf of DPI at the time of termination.

04/06/2010

11:58

BELLSOUTH TN LEGAL -> 91 045282948

NO. 360 0004

Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of laws provisions. Exclusive venue for any dispute between the parties arising out of or related to this Agreement shall be with the state or federal courts in Dallas, Texas. Each party consents to the jurisdiction of such courts in any dispute arising out of or related to this Agreement.

Non-Disclosure

LKT will devote its best professional efforts and recommendations will represent our best judgment based on the information available. With acceptance of this proposal, DPI agrees to indemnify and hold harmless LKT against all losses, claims, damages, expenses or liabilities which may arise based on information, representations, reports, or data furnished or approved by DPI provided that such losses, claims, damages expenses or liabilities are not the result of LKT's gross negligence. LKT acknowledges its responsibility, during and after the term of this agreement, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data provided to us by DPI, or developed by us on your behalf. DPI will be notified of any situation requiring that LKT not maintain such confidentiality. LKT will provide notice to DPI no later than 10 days before disclosing such confidential information.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. If these arrangements are acceptable, please sign this letter and fax it to me at 850.492.7444. If you have any questions, please do not hesitate to call me at 850.497.9984

Sincerely,

Kristie Watson
President
Lost Key Telecom, Inc

Agreed to and accepted by:


Kristie Watson
President Lost Key Telecom, Inc

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof, this 21st day of June 2010.

Honorable Douglas F. Brent
Stoll Keenon Ogden, PLLC
2000 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202-2828

Christopher Malish
Foster Malish Blair & Cowan, L.L.P.
1403 W. 6th Street
Austin, TX 78703


Mary K. Keyer