

Exhibit 1

January 23, 2018

Scott H. Angstreich
KELLOGG, HUBER, HANSEN,
TODD, EVANS & FIGEL, P.L.L.C.
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Re: *City of Birmingham Emergency Communications District, et al. v. BellSouth Telecommunications, LLC*
In the U.S. District Court for the Northern District of Alabama
Case No. 2:15-cv-00765-SGC

Dear Scott:

This letter is in response to yours of December 18, 2017 regarding the Plaintiffs' position as to whether certain voice service configurations constitute VoIP or similar service, as those terms are used in Alabama's Emergency Telephone Services Act.

As background, Plaintiffs reiterate that the FCC defines Interconnected VoIP service as a service that:

- (1) Enables real-time, two-way voice communications;
- (2) Requires a broadband connection from the user's location;
- (3) Requires Internet protocol-compatible customer premises equipment (CPE); and
- (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

As noted in the FCC's "Vonage Order" (WC Docket No. 03-211, Nov. 12, 2004), both the broadband connection and the customer's IP-compatible CPE that support Interconnected VoIP may be provided to the customer by third-parties unknown to the IVoIP provider.

In our discussions, we have acknowledged that BellSouth may not be aware of any or all of the IP-compatible CPE used by a customer. We note, however, that as the FCC points out in its Vonage Order of 2004, Vonage – an undisputed provider of Interconnected VoIP services – often provides neither broadband service nor IP-compatible CPE to its customers. Customers must acquire broadband service from another provider, not Vonage. It is not even required that

the Vonage customer use the same broadband service from call to call. A different provider may be used for each call. Vonage customers can also use their personal computers (presumably purchased for other, more general purposes), their own microphone/speakers or headsets and software that enables voice communication (commonly called a "softphone"). Vonage is often unaware of many, if not all, of the details of this equipment.

It is the Plaintiffs' position that the "BellSouth voice service, such ISDN PRI, that is transmitted in TDM format over a fiber facility" described in your letter conflates traditional or "legacy" local exchange access service with the sophisticated "converged" or "integrated" services provided to customers over broadband facilities that are at the heart of this case. These "integrated" or "converged" voice services provided over fiber connections, qualify as IVoIP because (1) the FCC explicitly identifies types of broadband connections, and fiber connections are included, and (2) the Plaintiffs believe ISDN PRI services provided over fiber connections, Ethernet connections or any other broadband connections are "emulated TDM or PRI services," frequently called "pseudowire" connections. "Pseudowire" is defined in Webster's New World Telecom Dictionary as "a point-to-point virtual circuit, so called because it is not a genuine wire (i.e. a point-to-point physical circuit) but it behaves much like one."

Plaintiffs believe that voice service provided to customers using legacy analog or legacy TDM facilities for the last mile do not qualify as "VoIP or similar services." However, voice service provided to customers using facilities that are not legacy analog or legacy TDM (such as broadband facilities) that utilizes IP-CPE should be billed 911 fees as "VoIP or similar service."

With this background, Plaintiffs respond to your three hypotheticals as follows:

- 1) Does a Bellsouth voice service, transmitted to a customer's premises over a broadband fiber facility, using IP-compatible CPE unknown by BellSouth, qualify as IVoIP, VoIP or similar service?**

First, as stated above, if the "last mile" to this customer is provided over broadband, non-legacy facilities, and the service utilizes IP-CPE, Plaintiffs believe the voice service should be assessed as "VoIP or similar service."

Given that there is a broadband connection in this scenario, if BellSouth is reasonably aware that the customer has IP-compatible CPE then the voice service provided should be assessed 911 fees as IVoIP, VoIP or a similar service. As with Vonage, BellSouth need not be cognizant of the specifics of the IP-CPE, merely reasonably aware that it is in use. Situations in which BellSouth could be reasonably aware of such IP-compatible CPE include, but are not limited to, situations where BellSouth also provides the customer with IP data services over the fiber facility, such as Internet access or a private, multilocation data network. BellSouth could also be aware of the presence of IP-compatible CPE because BellSouth provides IP addresses to the customer in question or uses IP addresses to manage equipment on the customer's premises without knowing any more than that IP address.

- 2) Does a BellSouth voice service transmitted to a customer's premises over a broadband fiber facility, using IP-compatible CPE that is provided by BellSouth, the customer or a third- party provider that may also provide the customer with voice or data service, qualify as IVoIP, VoIP or similar service?**

First, as stated above, if the "last mile" to this customer is provided over broadband, non-legacy facilities, and the service utilizes IP-CPE, Plaintiffs believe the voice service should be assessed as "VoIP or similar service."

As above, if BellSouth is reasonably aware that the customer has IP-compatible CPE then the voice service provided by BellSouth should be assessed 911 surcharges as IVoIP, VoIP or a similar service. This is true whether the IP-compatible CPE is provided by BellSouth, the user, or a third-party using BellSouth's broadband fiber facility. Vonage, as noted earlier, is not necessarily aware which third-party is providing their customer with broadband service or the type of IP-compatible CPE being used

- 3) If BellSouth provides broadband Internet access service to a single customer in a multi-customer premises, and the broadband fiber facility terminates in IP-compatible equipment so that all other of BellSouth's customers at that premises share that IP-compatible equipment, do the voice services provided by BellSouth to all the customers sharing that broadband fiber facility qualify as IVoIP, VoIP or similar service?**

First, as stated above, if the "last mile" to this customer is provided over broadband, non-legacy facilities, and the service utilizes IP-CPE, Plaintiffs believe the voice service should be assessed as "VoIP or similar service."

If, hypothetically, these customers all had strictly traditional, legacy TDM phone systems with each customer's system supported by its own traditional four-wire TDM connection, then all of these customers would have legacy TDM service, not IVoIP.

In this hypothetical, the provider could alter the configuration to reduce costs by replacing all the individual four-wire legacy TDM connections with a single broadband fiber connection, supporting all the customers and the appropriate CPE to terminate that broadband fiber connection. An IP connection could be routed to each individual customer and into a single IP-to-TDM converter that translates this broadband IP connection into four pseudo-wire TDM connections. Each emulated TDM connection would be plugged respectively into each customer's traditional PBX. The FCC clearly states that this new configuration meets the requirement for IVoIP for each of the customers.

All the customers in this hypothetical would be receiving IVoIP service even though not a single piece of equipment that they own has changed. As the FCC emphasizes, it is the "last mile" or the nature of the local exchange access facility that

Scott H. Angstreich

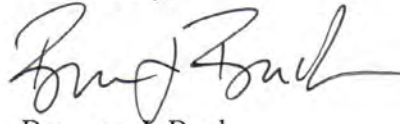
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matters, along with the presence of any IP-compatible CPE. The modification made by the provider changed the nature of the service offered to these customers.

Similarly, in the third scenario from your letter, all the customers' local access is provided over a BellSouth broadband fiber facility. In addition, at least one piece of common equipment is IP-compatible. Therefore, given the configuration in the scenario, all of the customers should be assessed 911 surcharges as IVolP, VolP or similar service even though only one customer is receiving Internet access from BellSouth.

Yours truly,

A handwritten signature in black ink, appearing to read "Brannon J. Buck". The signature is fluid and cursive, with the first name "Brannon" being more prominent than the last name "Buck".

Brannon J. Buck

BJB/jlh

cc:

Kenneth Fetterman

Jeffrey E. Holmes

Jeremy S. Newman

Mike Breslin

Christopher Driver

Freddy Rubio

Exhibit 2

KELLOGG, HANSEN, TODD, FIGEL & FREDERICK, P.L.L.C.

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December 18, 2017

Via Electronic Mail

Brannon J. Buck
Badham & Buck, LLC
2001 Park Place North
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bbuck@badhambuck.com

Re: *Autauga County Emergency Management Communication District et al. v. BellSouth Telecommunications, LLC*, No. 2:15-CV-00765-SGC (N.D. Ala.)

Dear Mr. Buck:

I am writing with regard to your Amended Responses to BellSouth's Interrogatory No. 4, in light of statements made during our meet-and-confer call on December 14, 2017. Those statements raised further questions about the content of the responses — and identified three material omissions in the responses that render them incomplete.

The responses state that Plaintiffs' position is that "a configuration that requires Internet protocol-compatible customers premises equipment and use[s] a broadband connection between the customer[s'] premise[s] and the Defendant's network(s), qualif[ies] as interconnected VoIP or 'similar service.'" The responses then state, as an example of such a configuration, that "Defendant's ISDN PRI service provisioned to a customer over the Defendant's fiber-optic facilities — if the customer also receives IP connectivity through the same broadband connection — is IVoIP" — that is, interconnected VoIP.

During our meet-and-confer call, I noted that those responses take the position that, if a customer purchases from BellSouth *both* ISDN PRI service *and* broadband Internet access service, and BellSouth provisions both services over the same fiber facility that connects BellSouth's network to the customer's premises where the fiber terminates in a piece of equipment with Internet Protocol ("IP") capability, the ISDN PRI service qualifies as interconnected VoIP, even though BellSouth transmits the ISDN PRI voice traffic over the fiber to the customer's premises in Time Division Multiplexing ("TDM") format, rather than in IP format. My description paraphrased the responses themselves, which specifically identify, "[a]s an example of . . . a situation" where BellSouth's ISDN PRI service qualifies as interconnected

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VoIP (on Plaintiffs' view), one where BellSouth "provides both high speed Internet connectivity and voice service to [a] business customer[] over [BellSouth's] high speed fiber-optic facilities" and provides the customer with CPE that is "IP-compatible" because "it delivers the customer's Internet connectivity to the customer's offices." However, when asked to confirm that my description was correct, you were unable to confirm or deny it. Please confirm that Plaintiffs do, in fact, contend that, in the scenario described during our call and set forth in the first sentence of this paragraph, the ISDN PRI service that BellSouth provides qualifies as interconnected VoIP. If that is not Plaintiffs' contention, I ask that you further amend your responses to Interrogatory No. 4 accordingly.

Our conversation also identified three omissions in your amended responses to Interrogatory No. 4 that render them incomplete and in need of further supplementation.

First, as the amended responses acknowledge, BellSouth's customers may self-provision the customer premises equipment into which BellSouth-provisioned facilities terminate, and that BellSouth "do[es] not necessarily know the configuration of such equipment." The amended responses do not state whether Plaintiffs contend that a BellSouth voice service, such as ISDN PRI, that is transmitted in TDM format over a fiber facility that connects to the customer's premises qualifies as interconnected VoIP if the customer — *unknown to BellSouth* — has self-provisioned a piece of IP-compatible CPE to receive that fiber facility and TDM voice service. And you would not state on the call whether Plaintiffs so contend. Please further amend your responses to Interrogatory No. 4 to state whether Plaintiffs contend that BellSouth's ISDN PRI and other TDM voice services provisioned in this manner qualify as interconnected VoIP, VoIP, or similar services.

Second, as you acknowledged on the call, where a fiber facility connects BellSouth's network to a customer's premises, third-party providers may also sell voice and data services to that customer that are delivered over the BellSouth fiber facility. The amended interrogatory responses do not state whether Plaintiffs contend that a BellSouth voice service, such as ISDN PRI, that is transmitted in TDM format over that fiber facility qualifies as interconnected VoIP if the customer purchases broadband Internet access service *from a third-party* that is provisioned over that same fiber facility, which terminates in a piece of IP-compatible CPE that is provided by (a) BellSouth, (b) the customer, or (c) the third-party provider. And you would not state on the call whether Plaintiffs so contend. Please further amend your responses to Interrogatory No. 4 to state whether Plaintiffs contend that customers that obtain ISDN PRI and other TDM voice services from BellSouth in the various configurations described in this paragraph are obtaining interconnected VoIP, VoIP, or similar service from BellSouth.

Third, as you noted on the call, BellSouth may provide service to multiple customers within the same office building and, in such a scenario, the fiber facility connecting BellSouth's network to the building may terminate in a piece of equipment located in the basement or

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telephone closet of the building; that piece of equipment then distributes services to BellSouth's customers throughout the building. Your identification of this fact pattern — and contention that the equipment in the basement or telephone closet is customer premises equipment — raises a question that is not addressed in your amended responses to Interrogatory No. 4: If BellSouth provides broadband Internet access service to a single customer in that building — so that the piece of equipment in the basement or telephone closet into which BellSouth's fiber facility terminates is IP-compatible — do Plaintiffs contend that *all* BellSouth voice services, such as ISDN PRI, that are transmitted in TDM format over that fiber facility to *all* customers in that building qualify as interconnected VoIP, even if the only services that some customers in that building are receiving over that fiber facility are the TDM voice services? The amended interrogatory responses do not state Plaintiffs' position in this scenario. Please further amend your responses to Interrogatory No. 4 to state whether Plaintiffs contend that BellSouth's ISDN PRI and other TDM voice services provisioned in this manner qualify as interconnected VoIP, VoIP, or similar services.

As we explained on the call, the answers to these questions are necessary to complete discovery in this case. Without knowing the answers to these questions, BellSouth cannot determine whether information Plaintiffs seek is relevant to the issues presented in this case. In addition, the answers to these questions are necessary for BellSouth to identify and to procure the facts necessary to defend itself against Plaintiffs' claims. As a result, I ask that you further amend your responses to Interrogatory No. 4 as soon as possible — and, in all events, no later than January 12, 2018 — so that we may proceed to litigate this case on a common understanding of the parties' competing legal theories and of the facts necessary for Plaintiffs to prove and for BellSouth to defend against Plaintiffs' claims.

Sincerely,



Scott H. Angstreich

Exhibit 3

April 12, 2017

Kenneth Fetterman
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TODD, EVANS & FIGEL, P.L.L.C.
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Re: *Autauga County Communications District, et al. v. BellSouth
Telecommunications, LLC*
In the U.S. District Court for the Northern District of Alabama
Case No. 2:15-cv-00765-SGC

Dear Ken:

This is in response to your letter of March 31, 2017 regarding the Plaintiffs' responses and objections to BellSouth's First Interrogatories and First Requests for Production.

Compliance with Rule 34

You identified responses to Requests for Production for which you contend the Plaintiffs have not clearly stated whether documents are being or will be withheld on the basis of an objection. Response to Request 3 specifically states that certain documents will be withheld from production as outlined in responses to Requests 1 and 2. Other than those documents being withheld pursuant to responses to Requests 1 and 2, the Plaintiffs will produce responsive documents.

With respect to responses to Requests 7-8, 10, and 12, the Plaintiffs are not, at this time, aware of any documents being withheld on the basis of the objection. If we become aware of any privileged documents or documents being withheld on the basis of any other objection, we will let you know.

Responses to Requests 18-22 specifically state that the production is subject to the objections and response to Request 1. Therefore, those responses incorporate the categories of documents identified as being withheld by the Plaintiffs as set forth in response to Request 1. The Plaintiffs are not, at this time, aware of any documents not identified in response to Request 1 that are being withheld pursuant to an objection to Requests 18-22. We will let you know if we

locate any additional documents that we intend to withhold on the basis of an objection to these requests.

The Plaintiffs are not aware of any documents being withheld from production based upon the objections set forth in response to Requests 25 and 26. If we do locate or identify documents being withheld on the basis of the objections, we will let you know.

The Plaintiffs are withholding from production documents showing remittances by providers other than BellSouth that would be responsive to Request 32.

The Plaintiffs are not aware of any documents being withheld from production on the basis of the objections to Requests 34 and 35. If this fact changes, we will let you know.

Plaintiffs' Responses to First Interrogatories

In numerous parts of your letter, you refer to what you describe as the "Plaintiffs' Financial Distress Allegations." We disagree that the allegations you have cited place the Districts' financial condition, budgeting, and spending practices at issue. The Emergency Telephone Service Charges ("911 Charges") are the only source of revenue to the Plaintiffs and other 911 Districts provided for by the Emergency Telephone Service Act ("ETSA"). Ala. Code §§ 11-98-1, *et seq.* (pre-amendment). By failing to bill, collect, and remit all of the statutorily required 911 Charges, BellSouth necessarily deprived the Plaintiffs of revenue and caused a loss of financial resources used to fund emergency services. Evidence of the Plaintiffs' financial condition, budgeting, and expenditures will neither prove nor disprove the deprivation of financial resources caused by BellSouth. Whether the Plaintiffs were operating at a surplus or at a loss, BellSouth's failure to remit all of the required 911 Charges diminished their revenue. The Plaintiffs' financial condition, budgeting, and expenditures had no impact on BellSouth's obligation to bill, collect, and remit 911 Charges in accordance with the ETSA. Therefore, the Plaintiffs reject BellSouth's contention that its allegations make their financial condition, budgeting, and spending practices relevant to any claim or defense. Notwithstanding their irrelevance and in order to avoid protracted motion practice on this issue, the Plaintiffs will produce reasonably available financial documentation relating to revenues and expenses. The Plaintiffs will not, however, withdraw their objections on this issue.

Interrogatory No. 2: The Plaintiffs will not withdraw their objection to Interrogatory 2. However, as the response to the Interrogatory reveals, the Plaintiffs have already identified the persons who had involvement with 911 Charges. Furthermore, the response to Interrogatory 1, which is referenced in response to Interrogatory 2, explains the nature of each person's involvement. Therefore, the Plaintiffs have already responded to Interrogatory 2 by reference to response to Interrogatory 1.

Interrogatory No. 3: The Plaintiffs will supplement their responses to this interrogatory with more specific facts or circumstances as requested.

Interrogatory No. 4: The Plaintiffs believe that their response to Interrogatory 4 is sufficient. As stated in that response, the Plaintiffs will supplement their responses as they gain more information.

Defining Terms

The Plaintiffs are informed by the broad criteria the FCC stated it used in FCC 05-116 in the matter of IP-Enabled Services and E911 Requirements for IP-Enabled Services, as it began addressing the role of this powerful technology in the domain of E911 and public safety.

Footnote 58 of FCC 05-116 states:

The *Notice* sets forth four criteria the Commission previously has used to determine whether particular entities should, in the public interest, be subject to some form of 911/E911 regulation:

1. the entity offers real-time, two-way switched voice service, interconnected with the public switched network, either on a stand-alone basis or packaged with other telecommunications services;
2. customers using the service or device have a reasonable expectation of access to 911 and E911 services;
3. the service competes with traditional CMRS or wireline local exchange service; and
4. it is technically and operationally feasible for the service or device to support E911.

Plaintiffs also note that in its earlier Notice, FCC 04-28, at footnote 1, the FCC defines its term “IP-enabled services”:

Specifically, the scope of this proceeding – and the term “IP-enabled services,” as it is used here – includes services and applications relying on the Internet Protocol family. IP-enabled “services” could include the digital communications capabilities of increasingly higher speeds, which use a number of transmission network technologies, and which generally have in common the use of the Internet Protocol.

In FCC 05-116, ¶ 24, the FCC explains that the term “VoIP” “generally to include any IP-enabled services offering real-time, multidirectional voice functionality, including, but not limited to, services that mimic traditional telephony”.

The FCC also defines more strictly a specific type of VoIP--“interconnected VoIP service”--as having the following characteristics:

1. The service enables real-time, two-way voice communications;
2. The service requires a broadband connection from the user's location;
3. The service requires IP-compatible CPE, and,
4. The service offering permits users to generally to receive calls that originate on the PSTN and to terminate calls to the PSTN.

The Plaintiffs assert that VoIP services (as opposed to interconnected VoIP) can be understood as "services that mimic traditional telephony" such as services that do not generally allow users to receive calls from and to terminate calls to the PSTN, or that do not use a broadband connection from the user's location but are still IP-enabled. Examples of VoIP services include Jeff Pulver's Free World Dialup and PC-to-PC services such as Skype.

"Similar services" can be understood to be any other "service that mimics traditional telephony" that is itself not traditional telephony, IVoIP or VoIP. Logically, to differentiate "similar services" from the FCC's description of VoIP, Plaintiffs believe that "similar service" means advanced communication services that include IP-CPE (Customer Premise Equipment) but do not otherwise qualify as IVoIP or VoIP. An example might be a service where a "hosted" (in the cloud) IPBX makes two outgoing calls then bridges the two calls together to provide a complete conversation. Neither of the two parties to the completed call need to be able to make outgoing calls.

Much of Defendant's Emulated ISDN PRIs Circuits are in fact IVoIP

Defendant's ISDN PRI service provisioned to a customer over the Defendant's fiber-optic facilities--if the customer also receives IP connectivity--is IVoIP.

Telecom providers like Defendant are typically only aware of the service and equipment that they provide their customers and are often unaware of the type of telephones, PBXs, or other CPE utilized by their customers. Accordingly, the FCC defines IVoIP (above) in terms that any service provider can use, like Defendant, to properly classify the service provided and assess 911 charges accordingly.

As an example of such a situation, Defendant provides both high speed Internet connectivity and voice service to many business customers over the Defendants' high speed fiber-optic facilities. In these cases, the Defendant typically provides that customer with equipment placed on the customer's premise (Customer Premise Equipment or CPE) that acts as the "exit and entry ramps" onto the fiber-optic facility, carrying the customer's communications to the outside world.

This "exit/entry ramp" is typically an Add/Drop Multiplexer and is IP-compatible--as it delivers the customer's Internet connectivity to the customer's offices. Further, the connection between the customer's CPE and the telephone company is certainly broadband, as it travels at very high speed over fiber-optic cable. Therefore, per the IVoIP definition, such a customer is being provided IVoIP service by the Defendant.

Even if the Defendant also provides the customer with emulated ISDN PRI service--meaning not delivered from the customer to the Defendant's backbone over the traditional 4-wire copper loops but converted from its native format at various places along its broadband route--the service still qualifies as IVoIP. As the FCC points out in its instructions and glossary for its Form 477: "Note that some end-user customer devices (such as an IP PBX or conventional PBX) can be configured to connect to both local exchange telephone service and interconnected VoIP service...." The Defendant and other providers do not necessarily know the configuration of such equipment. The Defendant knows the customer is receiving a broadband connection and that the customer has IP-compatible CPE because the Defendant is providing IP service. Therefore the service is IVoIP and should be assessed for 911 charges based upon the active ten-digit telephone numbers.

The extent to which other products and services from the Defendant are also misclassified as a traditional local exchange service will only be known after further discovery.

In response to the additional direct questions in your letter:

1. Plaintiffs use the term Internet protocol-compatible equipment to refer to equipment that processes, receives or transmits IP packets, either alone, included or consolidated with other types of traffic. As the FCC states in FCC 04-28 "IP-enabled 'services' could include the digital communications capabilities of increasingly higher speeds, which use a number of transmission network technologies, and which generally have in common the use of the Internet Protocol. This would include MPLS networks, Ethernet, ATM, etc.
2. Plaintiffs believe that IP-compatible equipment can frequently transmit data using protocols other than IP.
3. Plaintiffs state that IP-compatible CPE includes but is not limited to (1) terminal adapters which contain an IP digital signal processing unit ; (2) a native IP telephone; (3) a personal computer able to support a "softphone"; (4) routers; (5) TDM-to-IP converters and vice versa; (6) SONET Add/Drop multiplexers and (7) Integrated Access Devices (IADs). The term includes any IP-compatible equipment that resides on the customer's premise.

The sources generally used in this analysis, in addition to those sources specifically referenced above, include the customer and billing information provided by Defendant; FCC allocations of telephone numbers to Defendant; customers' telephone bills provided by Defendant; newspaper articles, web sites and marketing material from BellSouth customers discussing the customers' size and telecommunications systems; E911 databases provided by Intrado or other ANI/ALI providers to the Plaintiffs; and resumes of the information technology and communications professionals for BellSouth customers detailing the technical aspects of their job for the customer.

Interrogatory No. 6: The Plaintiffs will supplement their interrogatory responses as requested.

Interrogatory No. 8: The Plaintiffs will not waive their objection to Interrogatory 8. However, as set forth above, the Plaintiffs will produce documents showing annual expenditures and revenues to the extent reasonably available in response to this interrogatory.

Interrogatory No. 9: The Plaintiffs believe that the response to Interrogatory 9 is sufficient. The interrogatory requests that the Plaintiffs provide their definition of "VoIP or similar service," and that is exactly what they have provided in the interrogatory response. The Plaintiffs do not confirm or agree that the term "VoIP" as used in the ETSA has the same meaning as the FCC's definition of Interconnected VoIP. Please refer to the supplemental response to Interrogatory 4, above, for additional explanation and sources.

Interrogatory No. 11: The Plaintiffs interjected a privilege objection to Interrogatory 11 because it requests identification of "communications" between the Plaintiffs and any consultant or advisor (which can include an attorney or a non-testifying expert). The interrogatory, therefore, invades applicable privileges. The Birmingham 911 District has already produced copies of its agreements with legal counsel and with Expert Discovery, LLC. It also previously identified that it had an agreement with Gary Lavender to initiate a 911 Charge audit of BellSouth. Other than the attorney-client agreements between the Plaintiffs and their legal counsel, there are no other agreements. Furthermore, the Plaintiffs have already produced minutes of board meetings describing communications, analysis, and/or evaluation conducted by the Plaintiffs prior to entering into the agreements with counsel and, in the case of the Birmingham 911 District, Expert Discovery. The Plaintiffs will amend their response to reflect that documents responsive to Interrogatory 11 have been produced and none are being withheld.

Plaintiffs' Responses to First Request for Production

Document Request Nos. 1-4: We disagree with the statements in your letter that the confidentiality and privilege protections afforded by Federal Rules of Civil Procedure 26(b)(3) and (b)(4) do not apply. To the contrary, they squarely fit this situation. Roger Schneider and Expert Discovery were retained directly by the Birmingham 911 District and by counsel for the other Plaintiffs in anticipation of litigation and to prepare for trial. In fact, the agreement between the Birmingham 911 District and Expert Discovery, which has previously been produced to you, makes multiple references to the potential for litigation arising out of the services being rendered by Expert Discovery. Therefore, Roger Schneider and Expert Discovery clearly fall under the protections of Rule 26(b)(4)(D). The Plaintiffs stand on their objections under Rule 26(b) as set forth in response to Requests 1-4.

The Plaintiffs likewise stand on their objection to the production of documents relating to 911 Charge practices of other telephone service providers. Your argument that the Plaintiffs' beliefs, findings, or conclusions as to other carriers' practices with respect to billing, collection, or remittance of 911 Charges being relevant to the notice and reliance components of the Plaintiffs' misrepresentation/fraud claim against BellSouth is unavailing. Whether the Plaintiffs drew conclusions or held beliefs that another carrier had failed to comply with Alabama law in

the billing, collection, and remittance of 911 charges does not tend to prove or disprove that the Plaintiffs had knowledge or were on notice of BellSouth's 911 charge billing, collection, and remittance practices. Just as the Plaintiffs cannot impugn BellSouth with another carrier's violations of the law, the Plaintiffs' conclusions or beliefs about another carrier's noncompliance do not reflect knowledge with regard to BellSouth or the reasonableness of reliance on representations made by BellSouth. Furthermore, any such findings or conclusions that exist in a written communication between Plaintiffs and their counsel or Expert Discovery are protected from disclosure under the attorney-client/work product/Rule 26(b) privileges referenced above.

Document Request Nos. 7-8: The Plaintiffs stand on their attorney-client and work product objections arising under Rule 26(b). Any responsive documents evidencing communications by and between the Plaintiffs and their counsel and/or Expert Discovery are not discoverable.

Subject to these objections, the Plaintiffs do agree, in accordance with your letter, to produce any non-privileged analyses or interpretations of the ETSA to the extent they relate in any way to the pre-amendment version of the law (even if created after the amendments took effect).

For the same reason set forth in the preceding section, the Plaintiffs continue to object to the production of documents reflecting the Plaintiffs' beliefs or knowledge regarding the 911 surcharge practices of carriers other than BellSouth. Those documents are irrelevant. Notwithstanding this objection, the Plaintiffs are not aware of any documents that fall within this description that are not otherwise subject to the attorney-client/work product/Rule 26(b) privileges and protections.

Document Request No. 10: While the Plaintiffs maintain their objection that documents of revenues, expenses, budgeting, and financial condition are irrelevant for the reasons set forth on page 2 above, the Plaintiffs will produce documents showing the total amount of 911 charges received by the Plaintiffs.

Document Request Nos. 11-12: The Plaintiffs stand on their attorney-client/work product/Rule 26(b) objections outlined above as it relates to documents reflecting communications by or between counsel and/or Expert Discovery. As to documents that do not fall within these protections, the Plaintiffs agree to produce non-privileged documents reflecting analyses of the ETSA to the extent they relate in any way to the pre-amendment law (even if they were created after the amendments were enacted).

Document Request Nos. 13-16: Without waiving the relevancy objection to financial related documents as set forth in the responses and on page 2 of this letter, the Plaintiffs will produce reasonably available documents responsive to Requests 13-16.

Document Request Nos. 18-22: As set forth in the responses to these requests, the Plaintiffs have agreed to produce responsive documents to the extent they exist. The Plaintiffs will agree to produce documents received from BellSouth that are responsive to this request even though those documents are already in BellSouth's possession and originated from BellSouth.

The Plaintiffs continue to stand on their objection to the production of documents created by counsel or Expert Discovery under the attorney-client/work product/Rule 26(b) privileges and protections as detailed in response to Request 1. That response identifies the categories of documents being withheld pursuant to those objections. Documents in the Plaintiffs' possession that do not fall within these confidentiality/privilege protections will be produced.

Document Request No. 25: The Plaintiffs response already indicates they will produce non-privileged, responsive documents from January 2010 through October 2013, which exceeds the temporal scope of the Defendant's request. At this point, the Plaintiffs are not aware of any privileged documents that would be responsive to this request. However, to the extent there are responsive documents that involve communications between the Plaintiffs and their counsel, those will be withheld from production. Again, at this point, no such documents are being withheld.

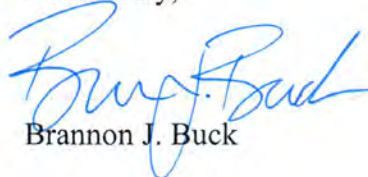
Document Request No. 32: The Plaintiffs will produce documents showing aggregate collections/revenues from 911 Charges.

Document Request No. 33: Based on your clarification of the categories of documents that would be responsive to this request, the Plaintiffs will produce any responsive documents, to the extent they exist, that do not fall within the attorney-client/work product/Rule 26(b) privilege and confidentiality protections as detailed in response to Request 1.

Document Request No. 35: As set forth in their response to this request, the Plaintiffs will produce copies of their agreements with legal counsel to the extent not already produced. The Birmingham 911 District has already produced its contract with Expert Discovery and legal counsel. The response further states that the Plaintiffs have no financial arrangements related to the outcome of this case with any person or entity other than legal counsel and, with respect to the Birmingham 911 District, Expert Discovery. The Plaintiffs are, therefore, not withholding any responsive documents.

We will amend the discovery responses in accordance with this letter. If you wish to have a conversation regarding the positions outlined in this letter, please let me know, and we will be happy to schedule it.

Yours truly,



Brannon J. Buck

BJB/jlh

Kenneth Fetterman

April 12, 2017

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cc:

Scott H. Angstreich

Jeffrey E. Holmes

Jeremy S. Newman

W. Percy Badham III

Christopher B. Driver

Freddy Rubio

Exhibit 4

<p style="text-align: right;">Page 1</p> <p>1 IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA 2 CIVIL DIVISION 3 CASE NUMBER: 2014-904855 4 5 MADISON COUNTY COMMUNICATIONS 6 DISTRICT, et al., 7 Plaintiffs, 8 Vs. 9 ITC DELTACOM, INC., et al., 10 Defendants. 11 12 VIDEO DEPOSITION 13 OF 14 ROGER SCHNEIDER 15 September 25th, 2017 16 17 18 REPORTED BY: 19 Kimberly B. Dowdy, CSR, RPR 20 Freedom Court Reporting 21 2031 Shady Crest Drive 22 Hoover, Alabama 35216 23</p>	<p style="text-align: right;">Page 3</p> <p>1 STIPULATIONS 2 (Continued) 3 4 IT IS FURTHER STIPULATED AND AGREED that 5 it shall not be necessary for any objections except 6 as to form or leading questions, and that counsel 7 for the parties may make objections and assign 8 grounds at the time of the trial, or at the time 9 said deposition is offered in evidence or prior 10 thereto. 11 12 IT IS FURTHER STIPULATED AND AGREED that 13 the notice of filing of the deposition by the 14 Commissioner is waived. 15 16 17 18 19 20 21 22 23</p>
<p style="text-align: right;">Page 2</p> <p>1 STIPULATIONS 2 3 IT IS STIPULATED AND AGREED by and between 4 the parties through their respective counsel, that 5 the video deposition of ROGER SCHNEIDER, may be 6 taken before Kimberly B. Dowdy, Commissioner, at 7 2001 Park Place North, Suite 500, Birmingham, 8 Alabama, on the 25th day of September, 2017. 9 10 IT IS FURTHER STIPULATED AND AGREED that 11 the signature to and the reading of the deposition 12 by the witness is NOT waived, the deposition to 13 have the same force and effect as if full 14 compliance had been had with all laws and rules of 15 Court relating to the taking of depositions. 16 17 18 19 20 21 22 23</p>	<p style="text-align: right;">Page 4</p> <p>1 APPEARANCES 2 3 APPEARING ON BEHALF OF THE PLAINTIFFS: 4 BADHAM & BUCK, LLC 5 BY: Mr. Brannon J. Buck 6 Mr. Christopher B. Driver 7 2001 Park Place North, Suite 500 8 Birmingham, Alabama 35203 9 10 APPEARING ON BEHALF OF THE DEFENDANTS, 11 NORTON, ROSE FULBRIGHT, US LLP 12 BY: Mr. Richard Krumholz 13 Mr. James V. Leito, IV 14 2200 Ross Avenue, Suite 3600 15 Dallas, Texas 75201-7932 16 17 WHITE, ARNOLD & DOWD, P.C. 18 BY: Ms. Augusta S. Dowd 19 Ms. Lisha L. Graham 20 2025 Third Avenue North, Suite 500 21 Birmingham, Alabama 35203 22 23 APPEARANCES CONTINUED ON NEXT PAGE</p>

<p style="text-align: right;">Page 41</p> <p>1 Q. Any other basis for that?</p> <p>2 A. Not really.</p> <p>3 Q. Now, it's obviously very important for</p> <p>4 us to communicate clearly today; you understand</p> <p>5 that?</p> <p>6 A. Yes, I do.</p> <p>7 Q. And I think we've been doing a fine</p> <p>8 job so far, but if you don't understand any of my</p> <p>9 questions for whatever reason at all, whether it's</p> <p>10 my accent or any other reason --</p> <p>11 A. Right.</p> <p>12 Q. -- please let me know.</p> <p>13 A. Okay.</p> <p>14 Q. Because if I don't know we're all</p> <p>15 going to assume that you understood the question;</p> <p>16 you understand that?</p> <p>17 A. Yes, I do.</p> <p>18 Q. Okay. And I understand that you may</p> <p>19 need to take a break from time to time, we covered</p> <p>20 that a bit before the deposition began --</p> <p>21 A. Okay.</p> <p>22 Q. -- it's not a marathon by any means,</p> <p>23 so just let me know.</p>	<p style="text-align: right;">Page 43</p> <p>1 Q. So you have 33 percent. How much does</p> <p>2 Jeff Miller have?</p> <p>3 A. Probably 20 percent.</p> <p>4 Q. And what does Scott have?</p> <p>5 A. Probably 20 percent.</p> <p>6 Q. And what does Jerry have?</p> <p>7 A. Roughly 33 percent knowing those</p> <p>8 don't add up that well so -- maybe it's 30/30/20.</p> <p>9 Again, if -- it was 40/30/30, and then I believe</p> <p>10 Jerry Gray came in and we gave him 40 percent and</p> <p>11 that would have diluted everybody</p> <p>12 correspondingly, so that's how the math would</p> <p>13 work.</p> <p>14 Q. So you and Jerry Gray own an equal</p> <p>15 majority share -- or not majority but more shares</p> <p>16 than -- or more shares than these other two folks,</p> <p>17 Scott and Jeff?</p> <p>18 A. That's right.</p> <p>19 Q. All right. And your interest is equal</p> <p>20 to Mr. Gray's?</p> <p>21 A. I believe so, yes.</p> <p>22 Q. So whether it's 35/35/15/15 or --</p> <p>23 A. Right.</p>
<p style="text-align: right;">Page 42</p> <p>1 A. Okay.</p> <p>2 Q. You own Phone Recovery Systems, the</p> <p>3 company that --</p> <p>4 A. Phone Recovery Services, I think it</p> <p>5 is. Yes, either I or Expert Discovery own a</p> <p>6 portion of that.</p> <p>7 Q. So do you own all of Expert Discovery?</p> <p>8 A. No. I have -- it's an LLC, so there</p> <p>9 are three other members besides me.</p> <p>10 Q. What interest do you have in Expert</p> <p>11 Discovery?</p> <p>12 A. Probably in the neighborhood of</p> <p>13 33 percent.</p> <p>14 Q. And do the other two folks also own</p> <p>15 33 percent, or is it an entity that owns a portion</p> <p>16 of those other interests?</p> <p>17 A. No. The four members are myself,</p> <p>18 Jeff Miller, Scott Williams, and Jerry Gray. And</p> <p>19 once upon a time it was easy. Jeff Scott and</p> <p>20 I had 40, and each of them had 30; so that was</p> <p>21 100. That was easy. Jerry Gray came in and</p> <p>22 diluted us all three and I don't recall exactly</p> <p>23 how much.</p>	<p style="text-align: right;">Page 44</p> <p>1 Q. -- or 30/30/20/20 --</p> <p>2 A. Yeah.</p> <p>3 Q. -- all which add up to a hundred,</p> <p>4 you're not sure of the exact math but something</p> <p>5 like that?</p> <p>6 A. Mr. Gray and I are equal, and Scott</p> <p>7 and Jeff are equal to each other.</p> <p>8 Q. And how long have you known Mr. Gray?</p> <p>9 A. Since 1992 or so.</p> <p>10 Q. Did he work for Expert Discovery</p> <p>11 before gaining an ownership interest?</p> <p>12 A. He probably consulted with us and</p> <p>13 helped us out. I don't know if he was being</p> <p>14 compensated at that point but...</p> <p>15 Q. From time to time he would provide</p> <p>16 advice and counsel?</p> <p>17 A. Yeah, we're old friends so...</p> <p>18 Q. How long have you been providing</p> <p>19 advice and counsel to districts regarding 911 fees?</p> <p>20 A. Well, the original BellSouth case as</p> <p>21 you put it, I provided the first bit of</p> <p>22 information that I think triggered people's</p> <p>23 interest. And then I filled out an affidavit</p>

<p style="text-align: right;">Page 69</p> <p>1 was a bit of an -- it was a very small 2 acquisition, but it was an acquisition. 3 Q. And Scott Williams was first employed 4 by LiveOnTheNet? 5 A. Right. 6 Q. And then he went to Expert Discovery, 7 or does he continue to work in some other capacity? 8 A. Well, what happened was, you asked 9 about -- you know, there's LiveOnTheNet, a 10 majority interest was bought through an 11 investment by Thermo Electron out of Boston. 12 Thermo Electron decided to get out of the 13 Internet business, so they sold their interest in 14 us to a venture firm in Chicago called Divine 15 InterVentures. When the Internet bubble popped, 16 and it popped all at once, Jeff, Scott and I 17 bought LiveOnTheNet back from the venture 18 capitalist. 19 Q. Was that in 2001, 2002? 20 A. Yes, I think so. 21 Q. And then from that point forward y'all 22 have been employed by LiveOnTheNet? 23 A. That's right. LiveOnTheNet owned</p>	<p style="text-align: right;">Page 71</p> <p>1 A. Yes. 2 Q. I've seen some publications about 3 that. And after -- did you receive a money 4 settlement or ultimately the dollars that were owed 5 according to that judgment, one of the two? I 6 don't care about the specifics. 7 MR. BUCK: It was settled after the 8 verdict. 9 Q. Okay. 10 A. Yes. 11 Q. And you received those dollars? 12 A. I received dollars. 13 Q. And you owned LiveOnTheNet 14 individually or did you own it with others? 15 A. I owned it with Jeff and Scott. 16 Q. And were those dollars distributed 17 immediately at that time? 18 A. Distributed pro rata. 19 Q. And then has it done any business 20 since that time? 21 A. No. 22 Q. Okay. And you don't know if it exists 23 now or if it's dissolved?</p>
<p style="text-align: right;">Page 70</p> <p>1 RJS -- Roger, Jeff and Scott -- LLC, which got 2 rolled out as Expert Discovery. And we were 3 given our pro rata interests in that. We gave 4 ourselves a pro rata interest like I described. 5 Q. Does LiveOnTheNet still own any 6 portion of RJS or what is now Expert Discovery? 7 A. No. 8 Q. So you have direct individual interest 9 in Expert Discovery at this point? 10 A. That's right. 11 Q. Does LiveOnTheNet still do business? 12 A. No. 13 Q. Did it dissolve or was it sold? 14 A. It wasn't sold. They tried to 15 dissolve it once and ran into a problem that we 16 were not incorporated in Alabama or something 17 so... 18 Q. Did -- as I understand it, Mr. Buck 19 represented you in connection with that lawsuit you 20 mentioned. 21 A. Yes. 22 Q. And you recovered some significant 23 dollars in that lawsuit I understand.</p>	<p style="text-align: right;">Page 72</p> <p>1 A. I think it exists. I remember -- I 2 tried to dissolve it and got rejected. 3 Q. Is all of your work that you currently 4 perform through Expert Discovery? 5 A. Yes. And you mentioned PRS earlier, 6 Phone Recovery Services. So when we -- as our 7 geographical footprint started to spread, we 8 formed PRS, Phone Recovery Services, up north. 9 So -- I think it was up north -- and brought in 10 two old friends to help me up there, two friends 11 up there to help. 12 Q. I'll get into some questions there in 13 a minute. 14 A. That's fine. 15 Q. Are there any other entities that you 16 own or have an interest in other than publicly 17 traded companies? 18 A. Nope. Nope. 19 Q. Okay. Going back to these folks, 20 Jerry Gray -- 21 A. Uh-huh (in the affirmative). 22 Q. -- how long -- it sounds like you've 23 had a relationship with him for many many years,</p>

<p style="text-align: right;">Page 105</p> <p>1 MR. BUCK: Fine. You can step out. 2 (Whereupon, Mr. Schneider leaves the room and 3 a discussion was held off the written record.) 4 MR. BUCK: As you know, the rules 5 allow the Districts to designate any person to 6 testify on their behalf as a representative under 7 Rule 30(b)(6). So I'm going to object to the -- to 8 this line of questioning to the extent that it 9 implies that he is -- he has not been properly 10 designated by the Districts. 11 The Districts, you know, retained -- 12 other than Birmingham, the other Districts retained 13 my law firm. We in turn retained Roger Schneider 14 to analyze the 911 fee remittances. And you guys 15 demanded to take his deposition, issued the 16 deposition notice. It made sense for him to be the 17 designee on certain topics in the wake of what 18 happened before Judge Boohaker. So I won't restate 19 this objection again but I just want to make the 20 objection for the record that to the extent that 21 the questioning seeks to imply that he was not 22 properly designated or prepared, I just have that 23 objection on the floor.</p>	<p style="text-align: right;">Page 107</p> <p>1 A. Could you repeat it for me? No, 2 please repeat it for me. 3 Q. Well, you've been designated on this 4 topic that I just read into the record; that is, 5 number 31, right? 6 A. Yeah. 7 Q. And you've been designated as such 8 even though you've never served as an employee of 9 any of the Districts, right? 10 A. I have not served as an employee of 11 the Districts, but my understanding is, is that 12 the 911 Districts were counting on their law firm 13 and us to provide them with an interpretation. 14 Q. I'll object as non -- 15 A. A critical part of what we had to 16 provide to the districts. 17 Q. I'll object as nonresponsive. That 18 really has nothing to do with what I just asked 19 you. 20 A. My point -- 21 Q. Let me ask you something else. You 22 have no idea the way the Districts -- and let's 23 leave Madison out of this because you were a</p>
<p style="text-align: right;">Page 106</p> <p>1 MR. KRUMHOLZ: We obviously are going 2 to have a lot of disagreement about the rules, our 3 requests, what led to where we are, if it was 4 appropriate or inappropriate. I'm not here to 5 debate that; that's for some other time possibly. 6 But you made your record. 7 MR. BUCK: Okay. 8 (Whereupon, Mr. Schneider rejoins the 9 deposition.) 10 Q. (BY MR. KRUMHOLZ) From time to time 11 lawyers just have to make objections and I think 12 you know that given your experience, right? 13 A. Yeah, Brannon especially. 14 Q. I have not found that to be the case, 15 but from time to time not only objections need to 16 be made, or folks feel like they do, and that's -- 17 you don't need to concern yourself with that; you 18 understand that, right? 19 A. Sure. Yes. 20 Q. So we've had a discussion, and I'm 21 just going to go ahead and ask that same question 22 again. So do you remember it? I assume you don't 23 remember it.</p>	<p style="text-align: right;">Page 108</p> <p>1 commissioner at the time in Madison -- how the 2 Districts interpreted the 911 Statute in 2011, 3 right? 4 MR. BUCK: Object to the form. You 5 can answer. 6 A. Prior to my presentation to the 7 Districts, I don't know what they thought about 8 the statute. That's right. 9 Q. So the answer is yes to my question? 10 A. I think so, yes. 11 Q. And you don't have any idea what the 12 Districts -- how the Districts interpreted the 13 Statute, understood the Statute in 2012 other than 14 Madison County? 15 A. I think that they interpret it the 16 way I told them to. 17 Q. I'll object as nonresponsive. 18 You haven't talked to anybody at the 19 Districts about what they thought in 2012? We went 20 through this. 21 A. I haven't spoken to anybody in the 22 District but they asked me through the course of 23 the audit, that's what I interpreted the Statute.</p>

<p style="text-align: right;">Page 109</p> <p>1 Q. I'll object as nonresponsive.</p> <p>2 My question is really very specific,</p> <p>3 and I think it can be answered with a yes or no.</p> <p>4 A. Okay. Sorry.</p> <p>5 Q. Okay. So you have not -- well, let me</p> <p>6 rephrase that.</p> <p>7 You do not know how any of the</p> <p>8 Districts, other than Madison County, interpreted</p> <p>9 the 911 Statute or its requirements or obligations</p> <p>10 in 2012?</p> <p>11 MR. BUCK: I'm going to object to the</p> <p>12 form of the question. It's been asked and</p> <p>13 answered.</p> <p>14 MR. KRUMHOLZ: If we're going to get</p> <p>15 into anything other than form, anything, I'm going</p> <p>16 to ask him to leave.</p> <p>17 MR. BUCK: I made my objection.</p> <p>18 MR. KRUMHOLZ: All right.</p> <p>19 THE WITNESS: Repeat the question,</p> <p>20 please.</p> <p>21 Q. (BY MR. KRUMHOLZ) You don't have any</p> <p>22 idea how the Districts, other than Madison County</p> <p>23 District, interpreted the 911 Statute in 2012?</p>	<p style="text-align: right;">Page 111</p> <p>1 Q. I didn't ask that.</p> <p>2 A. That's hearsay.</p> <p>3 Q. It's really not. It's your</p> <p>4 supposition based upon about ten different</p> <p>5 hypotheticals about what you think may or may not</p> <p>6 have been in their minds.</p> <p>7 A. Okay.</p> <p>8 Q. It's a real simple question. Do you</p> <p>9 know what any of the -- you don't even know the</p> <p>10 chief executives of these Districts, do you?</p> <p>11 A. No.</p> <p>12 Q. Do you know their names?</p> <p>13 A. Not most of them.</p> <p>14 Q. Do you know any employee names of any</p> <p>15 of the Districts other than Mr. Dorr at one time,</p> <p>16 and Mr. Silas?</p> <p>17 A. Gary Tanner of Mobile. I know some</p> <p>18 of the folks.</p> <p>19 Q. Any others?</p> <p>20 A. I don't think so.</p> <p>21 Q. And you never talked to any of those</p> <p>22 folks in connection with what they were thinking</p> <p>23 the 911 Statute required in 2011 or '12 or '13,</p>
<p style="text-align: right;">Page 110</p> <p>1 MR. BUCK: Object to the form.</p> <p>2 Q. True?</p> <p>3 A. I do have an idea.</p> <p>4 Q. Well, you don't have any knowledge</p> <p>5 because you haven't asked anybody or seen any</p> <p>6 documents in that regard, right?</p> <p>7 A. They -- they retained a law firm</p> <p>8 based on an understanding of the Statute. I</p> <p>9 don't think they would have retained a law firm</p> <p>10 if they didn't --</p> <p>11 Q. I'll object as nonresponsive.</p> <p>12 A. I have an idea. That's all I'm</p> <p>13 saying.</p> <p>14 Q. I'll object as nonresponsive.</p> <p>15 You don't know how any of the</p> <p>16 districts, other than Madison County, interpreted</p> <p>17 the 911 Statute in 2012, true?</p> <p>18 MR. BUCK: Object to the form. Asked</p> <p>19 and answered.</p> <p>20 A. I don't know directly.</p> <p>21 Q. Okay. And you don't know through</p> <p>22 hearsay?</p> <p>23 A. They hired a law firm --</p>	<p style="text-align: right;">Page 112</p> <p>1 right?</p> <p>2 A. I did not talk to them, that's</p> <p>3 right.</p> <p>4 Q. And so you don't know what they</p> <p>5 thought in terms of what was required by the 911</p> <p>6 Statute in those years, true?</p> <p>7 MR. BUCK: Object to the form. Asked</p> <p>8 and answered.</p> <p>9 Q. Either based on your own knowledge or</p> <p>10 based upon anything they told you, right?</p> <p>11 A. Other than the fact they retained a</p> <p>12 law firm --</p> <p>13 Q. I'm not asking that.</p> <p>14 MR. BUCK: No. No. Let him finish</p> <p>15 his answer. Let him finish his answer.</p> <p>16 A. Other than the fact that --</p> <p>17 MR. KRUMHOLZ: You'll be able to ask</p> <p>18 him questions at trial --</p> <p>19 MR. BUCK: You let him finish -- he's</p> <p>20 got a right to answer the question.</p> <p>21 MR. KRUMHOLZ: You're right. You're</p> <p>22 trying to answer your own question.</p> <p>23 THE WITNESS: No, I'm not.</p>

Exhibit 5

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE BIRMINGHAM (AL) EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT (the "DISTRICT") that the attached Professional Services Contract between the DISTRICT and EXPERT DISCOVERY, LLC, is hereby approved.

ADOPTED

this 3rd day of Dec, 2013.

BOARD OF COMMISSIONERS APPROVED

this 3rd day of Dec, 2013.

EXECUTED BY CHAIR, BOARD OF COMMISSIONERS

this 3rd day of Dec, 2013.

**PROFESSIONAL SERVICES CONTRACT
BIRMINGHAM EMERGENCY COMMUNICATIONS DISTRICT and EXPERT DISCOVERY, LLC**

This Professional Services Contract (the "Contract") is made and entered into by and between the BIRMINGHAM EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT (hereinafter the "DISTRICT" or "ECD") and EXPERT DISCOVERY, LLC (hereinafter the "CONTRACTOR" or "EXPERT DISCOVERY").

Section 1. TERM/EARLY TERMINATION.

This Contract shall become effective as of the date last signed below by one of parties and remain in effect until December 31, 2014.

Effective on the provision of written notice, this Contract may be terminated before the expiration of its term if a party defaults on a material obligation owed to the other party hereunder (a "Default"), and the non-defaulting party fails to cure or remedy that Default within thirty (30) days after receipt of written notice by the non-defaulting party to the defaulting party.

Upon the expiration or early termination of this Contract, all finished or unfinished documents, data, studies, and reports or other materials prepared by the CONTRACTOR hereunder shall be furnished to the DISTRICT and become its property.

Section 2. SCOPE OF CONTRACTOR SERVICES

(a) The CONTRACTOR will perform a forensic audit to detect, document and arrange for collection of unpaid E911 fees that should have been remitted by landline communication providers (a "Provider(s)") that had responsibility to remit those fees to the DISTRICT during the period from October 1, 2011 through September 30, 2013 (the "Services"). The amounts that are detected by the CONTRACTOR as being payable but not paid by a Provider to the DISTRICT during this period are referenced herein as the "Fee Deficiency Amount."

The DISTRICT agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the Services for the DISTRICT pursuant to the terms of this Agreement. The nature of the Services is further described on EXHIBIT A – SCOPE OF SERVICES, which is incorporated by reference.

(b) AT&T. CONTRACTOR acknowledges that, independent of this undertaking, the DISTRICT already has undertaken and has paid compensation for services that are being provided by a third party to audit whether AT&T Corporation (or its subsidiaries or affiliates) failed to pay the DISTRICT any E911 fees during the subject period. Accordingly, CONTRACTOR will not perform audit or any services concerning the payment of E911 fees by AT&T Corporation (or its subsidiaries or affiliates), and agrees that, no compensation will be payable hereunder by the DISTRICT to the CONTRACTOR with respect to any fee deficiency discovered detected in connection with the independent audit of AT&T. However, in the event that the ongoing audit with AT&T Corporation is not satisfactorily completed in a reasonably timely fashion, the DISTRICT is willing to negotiate with CONTRACTOR to consider adding the matter of recovery from AT&T to the scope of services to be performed under this Contract.

Section 3. CONTRACT REPRESENTATIVES/NOTICES

Each party hereby appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Services and administration of this Contract (the "Contract Representative").

The DISTRICT's Contract Representative is:

Greg Silas
Birmingham Emergency Management Communication District
712 19th Street North Birmingham, AL 35203
(tel) 205-254-2835
Email: greg.silas@birminghamal.gov

The CONTRACTOR's Contract Representative is:

Roger Schneider, Managing Partner
Expert Discovery, LLC
200 Clinton Avenue, Suite 806
Huntsville, AL 35801
Phone: 256-705-7000
Fax: 256-705-7100
Email: rsch@expert-discovery.com

The Contract Representatives designated above shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

All notices, requests, demands and other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly given to the above-noted Contract Representative: (a) when received, if personally delivered; (b) two (2) business days after being sent, if sent for next day delivery to a domestic address by a nationally-reputable overnight delivery service (e.g., Federal Express); (c) on the date of transmission, if sent by facsimile, telex or other wire transmission with transmission confirmed; and (d) upon receipt, if sent by certified or registered mail, return receipt requested.

Section 4. TIME OF SERVICE

All work shall be completed and delivered by the schedule established on the task order by the respective Contract Representative for the parties. CONTRACTOR agrees to perform its Services consistent with the "Projected Timeline" set forth in Exhibit A.

Section 5. GENERAL PROVISIONS

(a) Expenses. CONTRACTOR, at its sole expense, will engage all personnel and bear the responsibility for all expenses (including, but not limited to, travel, copying, office space and administration) that relate to or arise out of the performance of its Services; provided that understandings for payment for legal services and Court Costs (as defined herein) are described in Section 6 of this Agreement and in Exhibit A.

(b) Personnel. The CONTRACTOR warrants that it has or can engage the professional personnel capable of performing the Services, as called for herein, in a satisfactory and proper manner. CONTRACTOR further warrants that it will perform the Services in a professional and workmanlike manner consistent with standards utilized by other providers who perform similar services.

(c) Access to Materials. At no expense to the CONTRACTOR, the DISTRICT agrees to make available to the CONTRACTOR any E911 fee payment records, financial documents, materials or any other information in the DISTRICT's possession (or otherwise readily available) that the CONTRACTOR requests which reasonably relates to the performance of its Services.

(d) Cooperation. Except as provided herein, the parties will reasonably cooperate to facilitate recovery of amounts owed Providers for prior year obligations in accord with appropriate laws and regulations, including, if mutually agreed, waiving or reducing fees and amounts to be recovered.

Section 6. COMPENSATION/ APPROVALS BY DISTRICT

(a) No Attorney Involvement in Collection. If a Fee Deficiency Amount is recovered by CONTRACTOR without utilizing the services of an attorney, the sole compensation payable to CONTRACTOR with respect to its performance of Services under this Contract is a contingency fee equivalent to 40% of the Amount(s) actually collected by the CONTRACTOR from the communication Providers that it audits. The DISTRICT shall not owe or be obligated to pay CONTRACTOR any other amount for its work, operations, efforts or undertakings under this Contract. In the event that recoveries are made from Providers in this situation, the full amount of the payments from the Provider shall be made directly to the DISTRICT, and it shall pay the 40% contingent fee amount to EXPERT DISCOVERY within ten (10) days of the receipt of those funds. No other form of compensation shall be paid by the DISTRICT to EXPERT DISCOVERY for its Services.

(b) Attorney Involvement in Collection. If the CONTRACTOR is unsuccessful in collecting a Fee Deficiency Amount, the parties agree that the Birmingham law firm of Badham & Buck may be engaged to assist in that collection. If the DISTRICT authorizes litigation against a Provider, the Badham firm will advance all filing fees and other litigation costs (including, but not limited, expenses of subpoenas, depositions, expert witness fees, etc.) associated with the litigation (collectively, "Court Costs") to recover a Fee Deficiency Amount. Court Costs shall not include any payments to or compensation received by CONTRACTOR. All Court Costs, other than filing fees, must be approved by the DISTRICT before being incurred. If there is a recovery, the Badham firm will be reimbursed the Court Costs that it advances out of the DISTRICT's portion of that recovery.

If the Badham firm is engaged to pursue litigation on behalf of the DISTRICT and there is a recovery, the Badham firm shall receive an attorney's fee calculated as follows:

- 20% of the gross recovery if the lawsuit is fully and finally settled before a trial commences; or
- 33% of the gross recovery if a trial in the lawsuit commences.

When the Badham firm handles litigation and there is a recovery, the CONTRACTOR shall receive a fee equal to 20% of the recovery if the litigation is settled before a trial commences and 7% of the recovery if a trial commences.

In no event shall the sum total of the attorney's fee paid to the Badham firm and the fee paid to CONTRACTOR exceed 40% of any recovery, excluding for Court Costs.

If a Fee Deficiency Amount is not collected following the engagement of the Badham firm, the DISTRICT shall not be obligated to pay any compensation to that firm or to EXPERT DISCOVERY for their respective services, or to reimburse the Badham firm for the Court Costs advanced by it on behalf of the DISTRICT in any litigation.

(c) The DISTRICT retains the sole authority to determine whether any settlement of a demand or claim for part of all of a Fee Deficiency Amount should be made with a Provider. No settlement agreement with a Provider may be reached without the concurrence of the DISTRICT. Further, in no event will litigation against a Provider concerning the collection of a Fee Deficiency Amount be initiated by the Badham firm unless the DISTRICT consents in writing to that action.

(d) Badham & Buck executes this Agreement below for the sole purpose of acknowledging its concurrence to the engagement and collection understandings set forth in this Section 6 and in Exhibit A

Section 7. INSURANCE

For the duration of the Contract and for limits not less than stated below, the CONTRACTOR shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the DISTRICT:

(a) Comprehensive General Liability: Five Hundred Thousand Dollars (\$500,000); and

(c) Workers Compensation: Workers' Compensation and Employers Liability as or if required by statute.

The CONTRACTOR may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the CONTRACTOR shall provide DISTRICT a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the DISTRICT, and its officials and employees, as additional insured on the Comprehensive General Liability, and any applicable umbrella and excess policies, with respect to claims or liabilities arising out of the CONTRACTOR's operations.

Section 8. LIABILITY

(a) Indemnification. CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily

injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the CONTRACTOR or parties that are audited) that arise out of, relate to, result from, or are attributable to any act, omission or conduct by the CONTRACTOR or any of its representatives that arise from or relate to its (or their) performance or failure to perform its (or their) responsibilities and Services under this Contract. The DISTRICT shall provide the CONTRACTOR with timely written notice of any such Claim made against it, and will provide all relevant information and cooperate fully with the CONTRACTOR in furtherance of the CONTRACTOR's indemnification obligation herein.

(b) Limitation of Liability/Exclusion of Consequential Damages. CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT IT ASSERTS OR MAKES ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE DISTRICT ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT CONTRACTOR MAY RECOVER FROM THE DISTRICT AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO CONTRACTOR'S ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE DISTRICT WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION. IN NO EVENT WILL THE DISTRICT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) Dispute Resolution. The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Contract (a "Dispute"). In the event that the Contract Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court that is located in Jefferson County, Alabama. If (i) either party should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) one party secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the other party, the losing party will pay the prevailing party its reasonable attorneys' fees and other reasonable expenses that are incurred in that action.

Section 9. NON-EXCLUSIVE AGREEMENT

The DISTRICT acknowledges that, during the term of this Contract, the CONTRACTOR is not working exclusively for the DISTRICT and that the CONTRACTOR simultaneously may be performing work similar to those hereunder for other states, cities, counties and 911 districts. The parties further understand that the DISTRICT does not agree to exclusively use CONTRACTOR for work of the nature covered by this Contract.

Section 10. MISCELLANEOUS TERMS AND CONDITIONS

(a) Changes. Any changes in the scope of services, the term, the amount of compensation payable to the CONTRACTOR or other provisions herein must be mutually agreed upon between the

DISTRICT and the CONTRACTOR and expressed in a written amendment(s) to this Contract signed by both parties.

(b) No Assignment. The CONTRACTOR may not assign or transfer this Contract or any its obligations or interest herein without the written consent of the DISTRICT, which consent may be withheld for any reason; provided, however, that the CONTRACTOR may assign its right or claims for amounts owed it by the DISTRICT hereunder to a bank, trust company, or other financial institution without such approval if written notice of any such assignment is promptly furnished to the DISTRICT.

(c) This Agreement shall be binding upon and inure to the benefit of any successor to DISTRICT. As used in this Agreement, the term "successor" shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of DISTRICT for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, its heirs, executors and administrators.

(d) Reports and Information. The CONTRACTOR, at such times and in such forms as the DISTRICT may require, shall furnish to the DISTRICT such periodic reports as it may request pertaining to the work or Services and other matters related to CONTRACTOR's performance of this Contract.

(e) Findings Confidential. Unless compelled to be disclosed by legal process, all of the reports, information, data, and deliverables given to or prepared or assembled by the CONTRACTOR hereunder shall be treated by it as confidential. Unless compelled by legal process or the CONTRACTOR shall not be made available to any individual or organization other than its representatives having a need to know of that information.

(f) Compliance with Laws. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the local jurisdictions in which it provides Services. Before commencing its work, CONTRACTOR, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, any required business licenses (collectively, "Licensing"). CONTRACTOR further agrees to maintain that Licensing throughout the performance of its Work.

(g) Audits, Inspection & Access to Records/Record Retention. At any time during normal business hours and at mutually agreed times, the CONTRACTOR, upon request from the DISTRICT, shall (i) make available to the DISTRICT all of the records generated with respect to matters covered by this Contract and (ii) will permit the DISTRICT, or any of its duly authorized representatives, to audit, examine, and make excerpts or transcripts from such records, and to make audits of all materials or other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are generated as from the performance of its Services for a period of two (2) years following completion of the contracted work and the expiration of the Contract, unless written permission to destroy them at an earlier date is granted by the DISTRICT. If litigation, claim, or audit concerning the matters reflected in those records is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved.

(h) No Conflict of Interest. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of its Services. The CONTRACTOR further covenants that in the performance of this contract, it shall not engage any person having any such interest.

(i) The Contract is made only for the benefit of the DISTRICT and the CONTRACTOR. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(j) CONTRACTOR warrants that all actions required to be taken by or on behalf of it to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken, that CONTRACTOR is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and that it has the power to enter into and to perform and observe its agreements and covenants in the Contract.

(k) The Contract (including the attachments hereto) and represent the entire agreement between the parties, and supersede all prior negotiations, representations or agreements, either written or oral, concerning the matters expressed herein.

(l) In the event of any conflict in the provisions of the main body of this Contract and the attachments to it, the provisions in the main body shall supersede, govern and control.

(m) Independent Contractor. CONTRACTOR is an independent contractor of the DISTRICT. This Contract does not create any partnership, joint venture or principal-agent relationship between the DISTRICT and CONTRACTOR. As the DISTRICT is interested only in the results to be achieved, the conduct of the Services will be the sole responsibility of the CONTRACTOR and the DISTRICT retains no control or authority with respect to its means and methods in which the CONTRACTOR (or any of its employees or representatives) performs its work.

No person engaged by the CONTRACTOR shall be considered an employee of the DISTRICT or be eligible to receive any benefits provided by it to its employees. In this regard CONTRACTOR acknowledges and accepts all responsibilities imposed by federal income tax laws, and any applicable state income tax laws, concerning the performance of Services by its personnel, including but not limited to, the responsibility of withholding amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

(n) Any forbearance or delay on the part of the District in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this Contract shall be waived unless expressly waived in writing.

(o) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(p) Interpretation. In the event of any dispute concerning the meaning of provisions herein, the following principles apply when interpreting this Contract or resolving such dispute: (i) the headings are included for the convenience of the parties, and are not intended to interpret the meaning of provisions herein; (ii) in the event of any ambiguity among provision(s), no presumption shall be drawn against the party that may have drafted a provision(s) in this Contract; and (iii) each party has read and fully considered the entire Contract.

(Signature Page Follows)

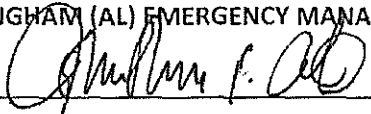
IN WITNESS WHEREOF, the DISTRICT and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the days and year written below their names respectively.

DISTRICT - BIRMINGHAM (AL) EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT

By:

Name/Title:

Date:

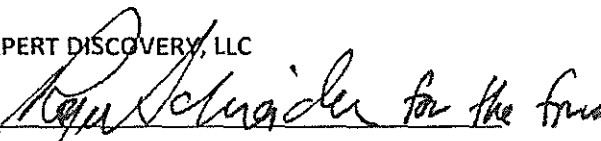

JOHNATHAN F. AUSTIN - PRESIDENT
12/3/13

CONTRACTOR - EXPERT DISCOVERY, LLC

By:

Name/Title:

Date:

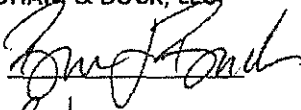

Roger Schneider, Managing Partner
11/25/2013

Concurred:

BADHAM & BUCK, LLC

By:

Its:


Partner

Approved as to Form


Assistant City Attorney

EXHIBIT A: Scope of Services

CONTRACTOR (which may also be referenced herein as "EXPERT DISCOVERY") will provide a forensic audit program to detect, document and correct errors and omissions that have caused a deficiency in the remittance of the E911 fees by landline carriers with responsibility to remit those fees to the DISTRICT (which may also be referenced herein as the "ECD") during the period from October 1, 2011 through September 30, 2013. The audit program is designed to provide additional revenue that otherwise would not be realized by the DISTRICT.

CONTRACTOR shall perform forensic audit(s) of specific telecommunications providers, and other such companies providing mechanisms capable of making a 911 call (a "Provider(s)") on behalf of the DISTRICT, for the purposes of determining compliance with the applicable 911 fees for it. EXPERT DISCOVERY will leverage its unique knowledge of technology, the telecommunications industry, current legal rulings, and audit methodology, along with experience in managing an emergency communication to achieve optimum compliance with the FCC and all local ordinances or resolutions governing the 911 and/or E911 fees applicable.

This audit service includes requesting and reviewing the Providers' books and records necessary for determining the correct, proper and applicable E 911 fees due the DISTRICT. The audit and collection processes, in general, shall consist of the following work:

1. EXPERT DISCOVERY will assist the DISTRICT in preparing a letter of notification to the Provider authorizing the CONTRACTOR to conduct the audit on behalf of the DISTRICT. The DISTRICT will authorize EXPERT DISCOVERY to sign, on its own behalf, a non-disclosure agreement with any or all telecommunication Providers in accordance with the understandings on Exhibit B. The DISTRICT should not be required to sign a non-disclosure agreement with any or all of the Providers in order for audits to proceed.
2. EXPERT DISCOVERY will contact the Provider and request an opening conference and schedule an appointment.
3. EXPERT DISCOVERY will transmit a Request for Information to the Provider that outlines the information required to complete the audit.
4. EXPERT DISCOVERY will analyze the services provided by various companies to determine if mechanisms are in place that are capable of making a 911 call, therefore, making the Provider subject to the 911 fees.
5. EXPERT DISCOVERY will review and analyze the Provider's financial records, billing records and customer data used to prepare and submit the payments previously remitted to the ECD. It also will perform an in-depth analysis and audit of Provider's books and records for the requested year(s) to determine if usage and line counts calculated in the selected test periods and paid by the Provider were based on consistent and verifiable data, computed and remitted accurately. ECD will provide copies of the statements filed by the Provider and any relevant adjustments made.
6. EXPERT DISCOVERY will investigate various accounts for accuracy and completeness.

7. EXPERT DISCOVERY will review a significant sample of accounts exempted from the 911 surcharges and determine if those exclusions were properly applied.
8. EXPERT DISCOVERY will analyze the number of customers reported within the ECD as compared to 911 data base of addresses and other information as required to ensure accuracy.
9. EXPERT DISCOVERY will review the Provider's billing system for accuracy in applying the 911 surcharges as appropriate for compliance with the applicable ordinance or statute.
10. EXPERT DISCOVERY will conduct an exit interview with the Provider to review findings and obtain the Provider's position on the issues identified. EXPERT DISCOVERY will seek to obtain agreement with the findings and/or payment of any amounts due to the ECD.
11. EXPERT DISCOVERY will prepare a confidential written report that outlines, explains and describes the audit review, potential additional fees due to the ECD and present these findings to the ECD. The report will enumerate the procedures performed and the results of those procedures. The report will include a findings section, which will identify any exceptions, errors, internal control weaknesses, fees due, or noncompliance that was noted as a result of the audit. The report will suggest corrective actions to be taken, if any, and estimate additional revenues, including applicable penalties and interest, that may be generated as a result of the correction. All conclusions, amounts adjusted and items noted will be explained in detail with the Provider in the form of an exit interview. This process seeks to finalize and secure the agreement of the parties in order to expedite payment of any amounts that may be due.
12. EXPERT DISCOVERY will confer with the ECD on all findings and make recommendations for satisfactory resolution. If a hearing or an intermediary process is required, the ECD will advise and participate in those proceedings.
13. In the event a Fee Deficiency Amount is identified, EXPERT DISCOVERY will advise the ECD of the results of its audit of a Provider, and will make recommendations to the ECD regarding any settlement offers regarding the audits conducted. EXPERT DISCOVERY will consult with the ECD on actions that might be undertaken to obtain an amicable resolution for a Provider to pay the Fee Deficiency Amount. **ECD retains the sole authority to determine whether a settlement of its claim for part of all of a Fee Deficiency Amount should be made with a Provider. No settlement agreement with a Provider may be reached without the concurrence of the ECD.**
14. If the amicable settlement to recover a Fee Deficiency Amount cannot be negotiated by EXPERT DISCOVERY, the following understandings apply:
 - a. EXPERT DISCOVERY will advise the ECD that an impasse exists and may refer collection of the matter to the Birmingham law firm of Badham & Buck;
 - b. If the Badham firm does not succeed in collecting the deficiency without litigation, it may recommend that litigation be instituted against a Provider to collection that deficiency. The ECD will review that recommendation and, in the exercise of its sole discretion, decide whether it consents to that litigation. **In no event will litigation against a Provider concerning the collection of a Fee Deficiency Amount be initiated by the Badham firm unless the ECD consents in writing to that action.**

c. If the ECD elects not to authorize litigation against a Provider, the responsibilities of EXPERT DISCOVERY to perform additional work concerning that Provider shall cease and no compensation will be paid by the ECD to EXPERT DISCOVERY (or to the Badham firm) for Services previously rendered with respect to the audit of or collection from the subject Provider.

d. If the ECD authorizes litigation against a Provider, the Badham firm will initiate that litigation on behalf of the ECD. In consideration for the potential receipt of a contingency fee, the Badham law firm will advance all filing fees and other litigation costs (including, but not limited, expenses of subpoenas, depositions, etc.) associated with the litigation (collectively, "Court Costs") to recover a Fee Deficiency Amount.

e. If part or all of a Fee Deficiency Amount is recovered by the Badham firm following its engagement, Section 6 of the Contract describes the process for compensating it for its services.

f. If the engagement of the Badham firm does not result in the collection of Fee Deficiency Amount, the ECD shall not be obligated to pay any compensation to that firm or to EXPERT DISCOVERY for their respective services, or to reimburse the Badham firm for the Court Costs advanced by it on behalf of the ECD in any litigation.

Projected Timeline

The nature and timing of completing applicable sections/requirements of this review will vary based on a number of factors, including timeliness of source document provision, timeliness of response to inquiries, and quality and completeness of data provided. Estimated time to complete each part of this review is based on anticipated cooperation from the Provider and the assumption that unexpected circumstances will not be encountered during the review.

Based on the above understanding, the following is the project timeline:

- Within 10 working days of a fully executed agreement and the provision of the necessary documentation from ECD, CONTRACTOR will commence a review of the 911 Fee documents. Documentation requested may include, but is not limited to, fee payment history, forms filed by the Provider, copies of agreements, amendments and any other such documentation and/or substantiation as required.
- As soon as possible after execution of the Contract, CONTRACTOR will contact prioritized Providers with a Request for Information and schedule an opening conference and beginning date for fieldwork to commence.
- Completion of the final report(s) and presentation to ECD is estimated within six months of commencing fieldwork on a given Provider, depending on the cooperation of the respective Providers and the need for legal action.

Throughout the project, EXPERT DISCOVERY will provide ECD with checkpoint progress reports.

EXHIBIT B - Terms for Non-Disclosure Agreement with Providers

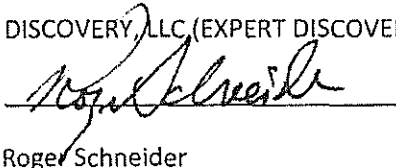
EXPERT DISCOVERY is designated by the DISTRICT as the party authorized to examine technical and financial data of the ECD, and to conduct audits of the ECD's providers to assure proper payment of E911 fees.

Information obtained by examination of ECD records or the information supplied by telecommunications Providers in connection with the audit shall be used only by EXPERT DISCOVERY for purposes of the assessment and recovery of 911 surcharges or fees to the ECD, consistent with applicable state and federal law, as authorized by the ECD.

EXPERT DISCOVERY hereby certifies that any and all information utilized in the conduct of work performed under this agreement is to be utilized solely for the purposes authorized by the ECD under it and in compliance with applicable law.

EXPERT DISCOVERY, LLC (EXPERT DISCOVERY)

By:



Name: Roger Schneider

Title: Managing Partner

Date:

11/25/2013

Roger Schneider, Managing Partner/Program Manager

Most recently, **Mr. Schneider has successfully completed a series of 911 audits on behalf of the Madison County, Alabama E911 District and reviewed data from other ECDs.** These audits, only a portion of the total scheduled, have uncovered significant non-compliance and produced millions of dollars in settlements. This effort gives the team practical experience with the non-compliance issues that may exist with ECD member Providers.

Mr. Schneider's experience, along with his government and political expertise, ensure that any and all approaches taken will uphold the highest professional standards throughout the course of the audit including initial analysis and examination.

- Serves as the CEO of LiveOnTheNet, Inc., a nationally recognized Internet media company that specializes in live, online streaming video and multimedia. Produced the first live webcast from Carnegie Hall and the first live webcast from the Grand Ol' Opry. Entertainment clients have ranged from Sir Paul McCartney to Merle Haggard, from the Dixie Chicks to The Band.
- Other LiveOnTheNet clients have included the President's Commission on Critical Infrastructure Protection, the 1996 Democratic National Convention, the Cannes Film Festival, the American-Israel Public Affairs Committee, Americans for Peace Now, Warner Brothers Studios, Paramount Pictures, the Country Music Association and many others.
- As Vice President of S-CUBED Division of Maxwell Laboratories, a defense contractor with over \$80 million per year in revenues, Schneider conceived and led Maxwell's diversification into technology development for state and local governments. Led new division to \$4 million in annual revenues in key growth markets such as public safety information systems and the re-engineering of social service programs.
- Served as the Chief Technology Officer for the 1988 and 1992 Democratic National Conventions and produced the highly acclaimed Internet presentation of the 1996 Convention from Chicago. National nominating conventions are major news events and are supported by complicated technology infrastructures spanning thousands of computers, telephony, wireless communications and other systems.
- Principal Technology Consultant to the Clinton/Gore Presidential Transition Team (1993) and implemented an artificially intelligent resume' tracking system that scanned and categorized over 2,000 new resumes a day for the Office of Presidential Personnel.
- As Research Director to Congressman Ronnie Flippo, helped develop policy and political strategy for North Alabama, focusing on NASA and Missile Defense issues. Developed important liaisons with city and county governments, as well as governmental agencies at the state and federal levels.

Jeff Miller, Principal

As COO, Jeff Miller oversees the business operations of the Company on a daily basis, including accounting, HR, contracts and billing. In addition, Jeff directs the sales efforts of LOTN/Expert Discovery and played a critical leadership role in developing the sales model on which the Company's success is based. Prior to assuming the COO role, he directed the Compliance and Quality Assurance operations of the company during its largest sales campaigns and revamped the regulatory and audit procedures of Expert Discovery. Similarly, since becoming COO, he has restructured the primary operational systems of the company to reduce costs and dramatically improve efficiency.

Scott Williams, Principal

Scott Williams, LOTN/Expert Discovery's Chief Marketing Officer, is responsible for shaping the company's product line, developing strategic alliances with other companies and refining and implementing the Company's focus on the utilization of exciting new technologies. Mr. Williams was instrumental in the conceptualization of the original Cornerpost and the LiveSupport products and has been responsible for most of their innovations and enhancements. Many of the Company's strategic relationships are due to Mr. Williams' efforts including the development of our highly successful products, Expert Discovery's proprietary technologies used in 911 audits and various technology partnerships.