

deny having identified their LOA as specifically approved by the FCC. The script does not mention the FCC.

Request No. 165:

165. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, the statement was false.

Objections and Response to Request No. 165:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, the Companies' deny having identified their LOA as specifically approved by the FCC.

Request No. 166:

166. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 166:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, the Companies' deny having identified their LOA as specifically approved by the FCC.

Request No. 167:

167. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 167:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, the Companies' deny having identified their LOA as specifically approved by the FCC.

Request No. 168:

168. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, all the lines would be cut off, not just the lines that were not switched to the new carrier.

Objections and Response to Request No. 168:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "told existing or former customers." Without waiving said objections, denied that the script made reference to a loss of service on lines not with the Companies.

Request No. 169:

169. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, all the lines would be cut off, not just the lines that were not switched to the new carrier, the statement was false.

Objections and Response to Request No. 169:

The Companies hereby incorporate their General Objections to the extent applicable Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 170:

170. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, not just the ones that had not yet been switched by their new carrier, would be cut off, the NOS/ANI employee knew the statement was false.

Objections and Response to Request No. 170:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 171:

171. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, not just the ones that had not yet been switched by their new carrier, would be cut off, NOS/ANI Management knew the statement was false.

Objections and Response to Request No. 171:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 172:

172. During the period December 2001 to May 2002, NOS/ANI employees used the practice referred to as “calling as customer” (“CAC”).

Objections and Response to Request No. 172:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “used the practice.” Without waiving said objections, admitted that the Companies obtained customer consent to represent them when calling the underlying local exchange carrier to remove a PIC freeze. This practice was to be utilized only when accompanied by an LOA and the customer’s express authorization.

Request No. 173:

173. “CAC” means that a NOS/ANI employee would call a customer’s local exchange carrier to complete the carrier change, pretending to be the customer.

Objections and Response to Request No. 173:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “pretending to be.” Without waiving said objections, admitted that the Companies obtained customer consent to represent them when calling the underlying local exchange carrier to implement an LOA for lines under PIC freeze.

Request No. 174:

174. When a NOS/ANI employee practiced “CAC,” the NOS/ANI employee misrepresented his/her identity to an existing or former customer’s local phone company in order to accomplish a carrier switch.

Objections and Response to Request No. 174:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misrepresented his/her identity.” Interpretation of the phrase “misrepresented his/her identity” calls for a legal conclusion. Without waiving said objections, admitted that the Companies obtained customer consent to represent them when calling the underlying local exchange carrier to implement a valid LOA for lines under a PIC freeze.

Request No. 175:

175. NOS/ANI management knew that, when a NOS/ANI employee practiced “CAC,” the NOS/ANI employee misrepresented his/her identity to an existing or former customer’s local phone company in order to accomplish a carrier switch.

Objections and Response to Request No. 175:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misrepresented his/her identity.” Interpretation of the phrase “misrepresented his/her identity” calls for a legal conclusion. Without waiving said objections, admitted that the Companies obtained customer consent to represent them when calling the underlying local exchange carrier to implement a valid LOA for lines under a PIC freeze.

Request No. 176:

176. The NOS/ANI practice referred to as “CAC” is not permitted under 47 C.F.R. § 64.1120 as a method for switching a customers service provider.

Objections and Response to Request No. 176:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Interpretation of the phrase “is not permitted under 47 C.F.R. § 64.1120” calls for a legal conclusion. Without waiving said objections, denied. Further, this question is irrelevant because the Companies relied upon valid LOAs – not CAC – to switch a customer’s service. CAC was only used in those instances where a customer, after signing an LOA, authorized the Companies to represent the customer in removing a PIC freeze.

Request No. 177:

- 177. Attachment B is a true and accurate copy of an audio tape recorded from NOS/ANI’s NICE system.

Objections and Response to Request No. 177:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred recording apparently stolen from its recording system over one year ago. At this time, it is the Companies’ belief that the attachment is a materially accurate recording.

Request No. 178:

- 178. Attachment C is a true and accurate transcription of the content of the audio tape contained in Attachment B.

Objections and Response to Request No. 178:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 179:

179. Attachment D is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 179:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 180:

180. Attachment E is a true and accurate transcription of the content of the audio tape contained in Attachment D.

Objections and Response to Request No. 180:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 181:

181. Attachment F is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 181:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 182:

182. Attachment G is a true and accurate transcription of the content of the audio tape contained in Attachment F.

Objections and Response to Request No. 182:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 183:

183. Attachment H is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 183:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 184:

184. Attachment I is a true and accurate transcription of the content of the audio tape contained in Attachment H.

Objections and Response to Request No. 184:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 185:

185. Attachment J is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 185:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 186:

186. Attachment K is a true and accurate transcription of the content of the audio tape contained in Attachment J.

Objections and Response to Request No. 186:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 187:

187. Attachment L is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 187:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 188:

188. Attachment M is a true and accurate transcription of the content of the audio tape contained in Attachment L.

Objections and Response to Request No. 188:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 189:

189. Attachment N is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

Objections and Response to Request No. 189:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording of a stolen recorded published without prior verification or the consent of the Companies.

Request No. 190:

190. Attachment O is a true and accurate transcription of the content of the audio tape contained in Attachment N.

Objections and Response to Request No. 190:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 191:

191. Attachment P is a true and accurate copy of a letter dated April 5, 2002, and sent by Lionel Sawyer & Collins, attorneys on behalf of NOS/ANI, to the Office of Attorney General of the State of Nevada (the "Lionel Letter").

Objections and Response to Request No. 191:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 192:

192. One or more members of NOS/ANI Management approved the content of the Lionel Letter.

Objections and Response to Request No. 192:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “approved the content.”

Interpretation of the phrase “approved the content” calls for a legal conclusion. Without waiving said objections, admitted that the referred to letter was submitted on behalf of the Companies’ counsel.

Request No. 193:

193. At some time during the period December 2001 to the present, Heidi Auman was a member of NOS/ANI Management.

Objections and Response to Request No. 193:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “NOS/ANI Management.”

Without waiving said objections, denied.

Request No. 194:

194. At some time during the period December 2001 to the present, Marty Mazzara was a member of NOS/ANI Management.

Objections and Response to Request No. 194:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 195:

195. At some time during the period December 2001 to the present, Adam Bonaldi was a member of NOS/ANI Management.

Objections and Response to Request No. 195:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 196:

196. At some time during the period December 2001 to the present, Jon Harris was a member of NOS/ANI Management.

Objections and Response to Request No. 196:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, denied.

Request No. 197:

197. During the period March to April 2002, David Martinez was a member of NOS/ANI Management.

Objections and Response to Request No. 197:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 198:

198. During the period March to April 2002, Rune Johnson was an employee of NOS/ANI.

Objections and Response to Request No. 198:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 199:

199. During the period March to April 2002, Mathew Manigold was an employee of NOS/ANI.

Objections and Response to Request No. 199:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 200:

200. During the period March to April 2002, Sonia Schaad was an employee of NOS/ANI.

Objections and Response to Request No. 200:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 201:

201. During the period March to April 2002, Raymond Perea was an employee of NOS/ANI.

Objections and Response to Request No. 201:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 202:

202. During the period March to April 2002, Tammy Thomas was an A/R Branch Manager at NOS/ANI.

Objections and Response to Request No. 202:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 203:

203. During the period March to April 2002, Jeff Duncan was an A/R Branch Manager at NOS/ANI.

Objections and Response to Request No. 203:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 204:

204. During the period March to April 2002, Reg[la] Megret was an employee of NOS/ANI.

Objections and Response to Request No. 204:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 205:

205. At some time during the period December 2001 to the present, Regla Megret was a member of NOS/ANI Management.

Objections and Response to Request No. 205:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “member of NOS/ANI Management.” Without waiving said objections, admitted.

Request No. 206:

206. Attachment Q contains true and accurate copies of NOS/ANI employee emails from the period March to April 2002.

Objections and Response to Request No. 206:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

The Companies have attempted to locate the referred to internal email apparently illicitly (and potentially illegally) taken from its system and published by the FCC without the Companies’ consent or notification. At this time, it is the Companies’ belief that the stolen attachment is a materially accurate copy of email from the Companies’ system.

Advanced Tex

Request No. 207:

207. Immediately prior to April 16, 2002, Advanced Tex ("Advanced") was a customer of NOS/ANI (d/b/a Horizon One).

Objections and Response to Request No. 207:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 208:

208. On or about April 16, 2002, Advanced's telephone number was 989/643-5526.

Objections and Response to Request No. 208:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 209:

209. On or about April 16, 2002, Advanced was located at 22040 Gratiot Road, Merrill, MI 48637.

Objections and Response to Request No. 209:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 210:

210. On or about April 16, 2002, Advanced switched its IntraLATA and InterLata Service provider from NOS/ANI.

Objections and Response to Request No. 210:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about April 22, 2002.

Request No. 211:

211. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced for the purpose of inducing Advanced to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 211:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. A Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 212:

212. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 212:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 213:

213. If the NOS/ANI employee convinced Advanced to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and

sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Advanced's service provider back to NOS/ANI.

Objections and Response to Request No. 213:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 214:

214. The audio tape at Attachment F contains a true and accurate recording of a telephone conversation which occurred on or about April 16, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Advanced.

Objections and Response to Request No. 214:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate recording.

Request No. 215:

215. Attachment G beginning at page 35 line 17 and continuing to page 43 line 2 is a true and accurate transcript of a telephone conversation which occurred on or about April 16, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Advanced.

Objections and Response to Request No. 215:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection that the tape was stolen and unauthorized. The Companies have attempted to locate the referred to recording apparently stolen from its recording system over one year ago. At this time, it is the Companies' belief that the attachment is a materially accurate transcript.

Request No. 216:

216. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented to Advanced that Advanced's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Advanced.

Objections and Response to Request No. 216:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. At the time of the employee's call, some Advanced lines were still with the Companies.

Request No. 217:

217. The NOS/ANI employee's statement that Advanced's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Advanced was false.

Objections and Response to Request No. 217:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied. The statement was true.

Request No. 218:

218. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Advanced was false.

Objections and Response to Request No. 218:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. The Companies cannot speak as to an employee's state of mind. Without waiving said objections, denied.

Request No. 219:

219. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Advanced was false.

Objections and Response to Request No. 219:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 220:

220. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 220:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that it was represented that the lines left behind with the Companies could be disconnected.

Request No. 221:

221. The NOS/ANI employee's statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 221:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 222:

222. At the time of the statement, the NOS/ANI employee knew that its statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a risk to NOS/ANI was false.

Objections and Response to Request No. 222:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 223:

223. NOS/ANI Management knew that, at the time of the statement, the statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI was false.

Objections and Response to Request No. 223:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 224:

224. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 224:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "switched its service provider." Without waiving said objections, denied. Any such contacts were not after Advanced had switched all lines.

Request No. 225:

225. The NOS/ANI employee's statement that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 225:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 226:

226. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced’s telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 226:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 227:

227. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced’s telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 227:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 228:

228. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that Advanced had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 228:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 229:

229. The NOS/ANI employee's statement that Advance had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 229:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 230:

230. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 230:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 231:

231. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.