ALL PARTIES' SETTLEMENT AGREEMENT

Parties. The following Parties hereby enter into this Settlement Agreement (Settlement) regarding the Order Instituting Investigation I. 02-05-001, and the consolidated application proceeding re Blue Ridge Telecom Systems, LLC, A. 01-12-013, on this 8 day of December 2003:

- The Consumer Protection and Safety Division (CPSD) of the California Public Utilities Commission (Commission);
- NOS Communications Inc. (NOS);
- Affinity Network Inc. (ANI); and
- NOSVA Limited Partnership (NOSVA.)

SUMMARY/JOINT STATEMENT OF THE CASE

In I. 02-05-001 filed May 2, 2002, the Commission initiated an investigation of the following alleged violations by the Respondents:

- Switching consumers' presubscribed telephone service provider without prior consumer authorization, otherwise known as "slamming" in violation of Section 2889.5[1];
- Billing consumers for telephone services or products without the consumer's authorization, otherwise known as "cramming" in violation of Section 2890.
- Failing to verify a subscriber's authorization to switch their presubscribed telephone service(s) in compliance with Section 2889.5;
- Engaged in misleading or abusive marketing practices and operations in violation of Sections 2889.5 and/or 2889.9.

The Parties agree to settle the two proceedings, I. 02-05-001 and A.01-12-013, in order to avoid the expense, time, and uncertainty of administrative evidentiary hearings. As part of this of Settlement, the Respondents will pay to the Commission and the Settlement Claims Administrator a total amount of $2.95 million for the purposes and within the time and manner prescribed below. The Parties concur and acknowledge that by agreeing to this Settlement, the Respondents admit no fact, law, or violation.

The Parties by themselves or their authorized representative(s) agree to and accept the Terms and Conditions stated below. In express reliance on such acceptance, as well as the covenants and representations stated herein, the Commission agrees to end its investigation and close the docket in I. 02-05-001 and to resolve A.01-12-013 as an unopposed application. Upon approval by the Commission, this Settlement will release the Respondents from and constitute a final settlement of any and all costs, claims or causes of action, direct or indirect, presently known or unknown, accruing to or incurred by the Commission during the course of investigation and review in this proceeding.

---

1 The term "Section" means provisions of the California Public Utilities Code, unless otherwise indicated.

Terms and Conditions

1. The Respondents' Settlement payment obligations

1.1. The Respondents will pay the Commission over a 24-month period, in nine 3-Month installments as provided below, a total of $2.95 million.

1.2. Within 45 Days after the issuance date of the Commission decision approving the Settlement, the Respondents will pay the following:

1.2.1. A check made payable to the Settlement Claims Administrator and in the total amount of $50,000; and

1.2.2. As its first of nine installment payments, a second check made payable to the order of the Commission and in the amount of $500,000.

1.3. Within each and every 3-Month period following the due date of the Respondents' first installment payment as described above, the Respondents will deliver to the Commission a bank check made payable to the order of the Commission, each in the amount of $300,000, until the Respondents' installment payments to the Commission accumulate to $2.95 million, including the first installment payment to the Commission of $500,000 and the $50,000 payment to the Settlement Claims Administrator (delivered to the Commission.) As each installment payment is received, it will be deposited in the State's General Fund as a contribution with the exception of the payment of $50,000 to the Settlement Claims Adminstrator which shall be remitted to the administrator as provided in 2.2 *infra.*

1.4 Upon payment and delivery as described above, the Respondents waive any potential, residual, or current ownership, claim, interest, or title in or to any of the payments described above, except if this Settlement is rescinded or its approval by the Commission vacated.

2. The Settlement Claims Administration process

2.1. Within 45 Days after the Issuance Date, the Respondents will execute the Fee Agreement with the SCA (attached as Appendix A) and as soon as practical deliver a fully executed Fee Agreement to CPSD Staff Mark Clairmont who will retain a copy and forward the original to the SCA.. The Fee Agreement will provide that the SCA's total cost of services will be no more than $ 7,825.

2.2. After delivery to CPSD, Mark Clairmont (or another appropriately designated Staff) will have delivered or otherwise transfer to the SCA the Respondents' check in the amount of $50,000, which the SCA will deposit into a bank account established by the SCA and referred to as the Restitution Escrow Account (Escrow Account). From this escrow account, the SCA will segregate an amount as specified by the Fee Agreement, attached as Appendix A hereto, as remuneration for the SCA's performance of the Settlement Claims Administration Plan (Administration Plan), attached as Appendix B hereto. The SCA will provide CPSD and the Respondents documentation of the amount so segregated and of the residual amount in the Escrow Account, which will fund the payment of the Restitution Checks mailed to the

Eligible Consumers. After the SCA certifies to CPSD and the Respondents its completion of the Administration Plan, the SCA may then transfer the remuneration amount that was segregated to its own bank account

2.3. Within 10 Days after the SCA has informed the Parties of its deposit into the Escrow Account and segregation of the SCA's remuneration, CPSD will provide the SCA with the name, address, telephone billing number, and any other pertinent data for each of the approximately 1,400 Eligible Consumers for settlement claims processing.

2.4. Within 30 Days after receipt of the Eligible Consumers data from CPSD, the SCA will distribute Restitution Checks to the Eligible Consumers according to the Administration Plan.

2.5. The Respondents will have no duty or right to supervise or otherwise direct or control the SCA in the performance of the Administration Plan. CPSD agrees not to hold the Respondents responsible or liable for any errors or omissions of the SCA in performance thereof.

3. Eligible Consumers and Restitution

3.1. The Parties agree that the total number of Eligible Consumers is approximately 1,400, subject to correction based on miscoding, unavailable mailing addresses, duplications, or other unanticipated circumstances.

3.2. Within 30 Days after receipt of the Eligible Consumers data described in paragraph 2.3 above, the SCA will mail each Eligible Consumer in an envelope with the SCA's return address stated, via USPS first class mail, a Restitution Check drawn on the Restitution Escrow Account and made payable to the order of the Eligible Consumer in the amount of $25. Each Restitution Check will expire within 90 days after the date printed on the check. With each Restitution Check, the SCA will include a CPSD statement explaining the purpose of the Restitution Check which is attached as Appendix C. Pursuant to Paragraph 2 of the Settlement Claims Administration Plan attached as Appendix B, the Respondents may comment on the CPSD statement before it is provided to the SCA.

3.3. If a Restitution Check is undeliverable for whatever reason or the Eligible Consumer fails to endorse and deposit or cash the Restitution Check within 90 Days after its date, the SCA will cancel that Restitution Check and attempt no redelivery.

3.4. Within 10 Days after the Issuance Date of the Commission decision adopting this Settlement, the Respondents will cease or cause to cease (e.g., through Billing Agents, collection agencies, and facilities-based providers) all billing, collecting, or demand for payment of any telephone billing, service fee, or outstanding balance that resulted from or was caused by any alleged unauthorized switching or billing of an Eligible Consumer's local, toll, and/or long distance telephone services.

4. Remittances to the Commission.

4.1. Within 130 Days after the date of mailing of the last Restitution Check, the SCA will deliver a bank check drawn on the Restitution Escrow Account and made payable to the order of the Commission in an amount corresponding to the total payment of all Restitution Checks

that were undeliverable for whatever reason to Eligible Consumers. These monies will be deemed to escheat to the State of California.

4.2. After all Restitution Checks have been mailed and accounted for as delivered, expired, or undeliverable, the SCA will report to the CPSD and Respondents the following which will be made a part of the record in this proceeding:

- A statement of the monthly balance in the Restitution Escrow Account beginning with the date when it was established and up to and including the date of the SCA's final report to the Commission;
- A statement by month of the total Restitution Checks:
  - Mailed;
  - Deposited or cashed;
  - Returned as undeliverable; or
  - Expired.
- The total amount of restitution that is undeliverable to Eligible Consumers.

5. Enforcement

5.1. Each material breach of this Settlement will constitute a separate violation and will entitle the Commission to take any necessary action to enforce its orders.

5.2. After payment of the sums described in Paragrap1.1, this Settlement will release the Respondents from and constitute a final settlement of any and all costs, direct or indirect, presently known or unknown, accruing to or incurred by the Commission during the course of investigation and review in this proceeding.

5.3. ~~[deleted for reasons set forth in prior letter]~~.

5.4. This Settlement will be governed by and interpreted according to California law.

5.5. The Commission adoption of this Settlement is binding on all Parties to this proceeding. This Settlement will not constitute approval, disposition of, or precedent regarding any legal principle or issue of law or fact in this or any future proceeding.

5.6. After the Issuance Date, CPSD will initiate no enforcement action, seek no administrative or other penalties against the Respondents based on the evidence in this case. This provision will not apply if the Respondents jointly or severally materially breach this Settlement or violate the Commission order approving it.

5.7. CPSD may provide information or otherwise cooperate to the extent requested by a law enforcement agency, a court of law, or other state or federal administrative agency in any investigation pertaining to issues involved in this case.

5.8. The Parties agree that they will not apply to the Commission for any rehearing of the adopting Commission decision or take any other action that would in any manner be inconsistent with fully supporting this Settlement. If a third party is permitted to seek rehearing of the decision approving the settlement, the obligations herein that are premised on

the effective date of the order approving the settlement shall be stayed for the period of the pendancy of that application for rehearing.

5.9. The Parties will jointly request that in the decision approving this Settlement, the Commission should order full cooperation from the pertinent Billing Agents, Underlying Facilities Based Providers, LECs, and any other Persons or Corporations subject to the jurisdiction of the Commission that are necessary to implement this Settlement.

5.10. Within 30 Days after the Issuance Date, CPSD will file with the Commission a withdrawal of its presently pending protest to A. 01-12-013 regarding Blue Ridge. CPSD agrees that it will not protest an application filed by Respondents or any of their affiliates pursuant to Sections 851-854, 1001, or 1013 based on the investigation or allegations in this matter.

6. Call Units

6.1.For a period of 24 months from the date of issuance of the Commission order approving the settlement, the Respondents will comply at all times with Section IV, "Call Unit Marketing and Sales Compliance Program," as stated in the FCC Consent Decree regarding the Respondents[2], whenever marketing, advertising, selling, billing, or customer servicing any Call Unit[3] within California.

6.2.If as a result of the FCC Order to Show Cause and Notice of Opportunity for Hearing regarding the Respondents[4] the Respondents' FCC operating authority is revoked, within 30 Days after the Effective Date of the FCC order of revocation the Respondents will relinquish their respective Commission operating authorities and cease operating as a telephone corporation within California.

7. Execution of Settlement

7.1. This Settlement is subject to approval and adoption by the Commission. The Parties agree to execute or furnish any other additional information, documents, and/or testimony, or take any other action, that the Commission or CPSD may request, as necessary to implement the Joint Motion and Settlement.

7.2. This Settlement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same

---

[2] *FCC Order and Consent Decree Re NOS and ANI*, 17 FCC Rcd 26853; 2002 FCC LEXIS 6837 at *16 - *22 (December 26, 2002) (FCC Consent Decree).

[3] The term "Call Unit" means *inter alia* Total Call Units or TCUs as defined at section 8.3 *infra* and which conforms to the FCC Consent Decree definition of the same term. *See*.2002 FCC LEXIS 6837 at *6 - *7.

[4] *Order to Show Cause and Notice of Opportunity for Hearing Re NOS, ANI and NOSVA*, 18 FCC Rcd 6952; 2003 FCC LEXIS 1900(April 7, 2003) (FCC OSC).

document. All such counterparts will be deemed an original and will together constitute the same Settlement. This Settlement is the entire agreement among the Parties, which cannot be amended or modified without the express written consent of all the Parties.

7.3. This Settlement is not severable. If the Commission modifies any provision of this Settlement, all the Parties must consent to such change. A Party will be deemed to have consented to the Commission modification unless within 15 Days following the date of issuance of the Commission proposed modification(s), (or such longer period as may be directed by the Commission) that Party notifies in writing the other Party and files with the Commission its objection to the modification(s). After the 10th day following the filing of the objection if the objecting Party has not withdrawn, canceled, or modified its objection, the Settlement will be deemed rescinded. If this settlement is rescinded following payment of any sums by Respondents, those sums shall be refunded within 15 days of recession.

7.4. Each Party represents that it has investigated the facts and law pertaining to the matters described in this Settlement. No Party has relied or presently relies upon any oral or written statement, promise, or representation by any other Party, except as specifically set forth in this Settlement.

7.5. This Settlement will be binding upon the respective Parties, their successors, assignees, executors and administrators..

7.6. The Parties acknowledge and stipulate that this Settlement is fair and not the result of any fraud, duress, or undue influence by any other Party. Each Party hereby states that it has read and fully understands its rights, privileges, and duties under this Settlement. Moreover, each Party has had its respective attorney or other authorized person review the terms of this Settlement. By executing this Settlement each Party declares that the provisions herein are adequate, reasonable, and mutually agreed upon; and that they are entering this Settlement freely and voluntarily.

8. Definitions

8.1. "Billing Agent" means a clearinghouse or billing aggregator.

8.2. "CAB" means the Consumer Affairs Branch of the California Public Utilities Commission.

8.3. "Call Unit" means the pricing methodology whereby call length is measured in units determined by Minimum Call Units, Incremental Call Units, Equivalent Call Units, and/or Total Call Units (TCUs) instead of minutes.

8.4. "CIC" means Carrier Identification Code.

8.5. "Corporation" means a corporation, a company, an association, or a joint stock association.

8.6. "CPCN" means those Certificates of Public Necessity and Convenience granted by the Commission and held by Respondents under the following corporate identification numbers: U-5251-C (NOS), and U-5229-C (ANI), and U-5434-C (NOSVA).

8.7. "CPSD" means, the Consumer Protection and Safety Division of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, California 94102-3298.

8.8. "CPSD Declarations" means those Declarations/Testimony of Richard L. Molzner, Frank Walker, Steven Northrop, and Chuck Spoon, including the attachments thereto, as made a part of the record of evidence in this proceeding;

8.9. "Cramming" means a violation of Section 2890(a) that amounts to including in a telephone bill any charges for products or services, the purchase of which the subscriber has not authorized.

8.10. "Day" means a calendar day unless otherwise stated.

8.11. "Effective Date of the FCC Order" means the first date on which both of the following have occurred: (1) the FCC adopts an order to revoke the Respondents' FCC operating authority pursuant to the FCC Order to Show Cause and (2) all judicial review of that order has been exhausted without reversal or annulment of the order adopted..

8.12. "Eligible Consumer" means a California consumer (whether an individual, person, or corporation) who was reported by the Commission Consumer Affairs Branch (CAB), as having complained during and for the period of time from January 1, 1999, to the Issuance Date alleging inter alia the Respondents or its agents switched or caused the LEC to switch without authorization the consumer's presubscribed local, toll or long distance telephone service provider to the Respondents; charged the consumer without authorization for telephone services; or engaged in abusive marketing operations or practices.

8.13. "Existing Customer" means any individual, person, or corporation, whether residential or non-residential, who prior to the Issuance Date was a subscriber to the Respondents' telephone services within California and who was billed in Call Units instead of minute usage; and also includes any customer who terminated its subscription with the Respondents prior to the Issuance Date but afterwards resubscribed as a result of the Respondents winback program.

8.14. "Fee Agreement" means that contract between Respondents and the SCA for the performance of settlement claims administration services as described in the Settlement Claims Administration Plan and the Settlement (Attachment A)

8.15. "Issuance Date" is as defined in Section 1731(b).

8.16. "Joint Motion" means the All Parties Joint Motion for Commission Adoption of the Attached Settlement signed by the attorneys for the Parties, and filed at the Commission with this Settlement attached.

8.17. "New Customer" means any California consumer, whether residential or non-residential, who had not subscribed prior to the Issuance Date to a local and/or an INTRA – or INTER – LATA telephone service provided by the Respondent(s) within California.

8.18. "Paragraph" means a numbered provision of this Settlement.

8.19. "Party" means collectively CPSD and the Respondents; and both terms "Party" and "Parties" also include with regard to CPSD any director, principal, investigator, attorney, or other Commission employee (present or former); and regarding Respondents, any successor or assigns.

8.20. "Person" means an individual, a firm, and/or a copartnership.

8.21. "PIC" means Primary Interexchange Carrier.

8.22. "Restitution Escrow Account" means the interest bearing bank account established by the SCA for the deposit of the $50,000 check remitted by the Respondents to the Commission and subsequently forwarded to the SCA.

8.23. "Restitution Check" means a bank check in the amount of $ 25 drawn on the Restitution Account by the SCA and made payable to the order of an Eligible Consumer.

8.24. "Rule" means a provision of the Commission Rules of Practice and Procedure, unless otherwise stated.

8.25. "Section" means a section of the California Public Utilities Code, unless otherwise stated.

8.26. "Settlement Claims Administrator" (SCA) means Rosenthal & Company LLC, 35 Leveroni Ct Ste 150, Novato CA 94949, retained by Respondents with CPSD's concurrence to process, administer, and mail the Restitution Checks to the Eligible Consumers according to this Settlement and the Settlement Claims Administration Plan.

8.27. "Settlement Claims Administration Plan" means the written description of the SCA's duties and responsibilities for distributing the restitution to the Eligible Consumers (Attachment B).

8.28. "Slamming" or "Unauthorized switching" means any change made in the provider of telephone service of a telephone subscriber that is made without first complying with the requirements of Section 2889.5.

8.29. "Telephone Corporation" means every corporation or person owning, controlling, operating, or managing any telephone line for compensation within California, and includes a reseller of telephone services.

8.30. "USPS" means the United States Postal Service.

9. Conclusion

The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment. The Parties hereto have caused this Settlement to be duly executed by their respective authorized representative(s) as of the date hereof.

CONSUMER SERVICES DIVISION,

/s/ RICHARD W. CLARK Date: 12/8/03

Richard W. Clark
Director
Consumer Protection and Safety Division

/s/ GREGORY HEIDEN Date: 12/8/03

Gregory Heiden
Attorney for the
Consumer Protection and Safety Division

NOS COMMUNICATIONS INC.

Date: 12/9/03

Michael W. Arnau, CEO

AFFINITY NETWORK INC

Date: 12/9/03

Michael W. Arnau, CEO

NOSVA LIMITED PARTNERSHIP

Date: 12/9/03

Michael W. Arnau, CEO

Date:

Thomas J. MacBride

Attorney for NOS, ANI, and NOSVA

APPENDIX A

Fee Agreement

This Fee Agreement is between the Respondents and the Settlement Claims Administrator ("SCA"), Rosenthal & Company LLC, of 35 Leveroni Court, Suite 150, Novato, CA 94949, pursuant to the Settlement of I.02-05-001 and A.01-12-013. All capitalized terms used herein have the same meaning as defined in Paragraph 8 of the Settlement, "Definitions."

Within 45 Days after the Issuance Date, Respondents will pay and deliver to the CPSD Staff Mark Clairmont a bank check made payable to the order of the SCA in the amount of $50,000. After delivery to CPSD, Mark Clairmont (or another appropriately designated Staff) will deliver to the SCA the Respondents' check in the amount of $50,000, which the SCA will deposit into a bank account established by the SCA and referred to as the Restitution Escrow Account (Escrow Account). From this escrow account, the SCA will segregate an amount as specified by this Fee Agreement as remuneration for the SCA's performance of the Settlement Claims Administration Plan (Administration Plan). The SCA will provide CPSD and the Respondents documentation of the amount so segregated and of the residual amount in the escrow account which will fund the payment of the Restitution Checks mailed to the Eligible Consumers. After the SCA certified to CPSD and the Respondents its completion of the Administration Plan, the SCA may then transfer the remuneration amount that was segregated to its own bank account

The SCA will serve as the fiduciary of the Eligible Consumers in establishing, managing, and controlling the Restitution Escrow Account. The SCA will comply with any local, State or Federal tax-reporting obligation, if any may result from establishing and/or maintaining the

Restitution Escrow Account. Respondents will pay any local, State, or Federal taxes, if any, that may result from the SCA establishing and maintaining the Restitution Escrow Account.

The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

ROSENTHAL & COMPANY LLC

_____ Date: _____

RESPONDENTS.

_____ Date: _____

(END OF APPENDIX A)

APPENDIX B

SETTLEMENT CLAIMS ADMINISTRATION PLAN

This Settlement Claims Administration Plan (Plan) describes the duties and obligations of the Settlement Claims Administrator (SCA), Rosenthal & Company LLC, 35 Leveroni Ct Ste 150 Novato CA 94949, in the processing, mailing, and reporting of the Restitution Checks provided to Eligible Consumers according to the Settlement filed by the Parties of record in I.02-05-001. All capitalized terms used herein will have the same meaning as specified in the Settlement Paragraph 8, "Definitions."

1. **Eligible Consumers Records**. Within 10 Days or less after all the Parties have executed the Settlement, CPSD will provide the SCA with names and addresses of the Eligible Consumers. The SCA will maintain the Eligible Consumers names and addresses in strict confidence; use them only in accordance with this Plan and the Settlement; and after fully and completely implementing this Plan return them to CPSD without keeping any copy thereof.

2. **Distribution of Restitution**. The SCA will distribute the Restitution Checks by mailing via first class mail in a prepaid stamped envelope addressed to an Eligible Consumer, a bank check drawn on the Restitution Escrow Account and made payable to the order of an Eligible Consumer in the amount of $25. A statement provided by CPSD after consultation with Respondents explaining the purpose of the Restitution Check will be included in the envelope. Before mailing the Restitution Checks, the SCA will verify the Eligible Consumers' current mailing addresses with the National Change of Address Systems or by other reasonable means of updating such address. Each Restitution Check will become void if not cashed or deposited within 90 Days after the date of the Check.

3. **Undeliverable and Expired Restitution Checks**. The SCA will cancel any Restitution Check not deposited or cashed within the 90 Days after the date of the Check; or which are mailed but returned as undeliverable for whatever reason (e.g., no current address available). The Restitution represented by such undeliverable or expired Restitution Checks, and including any interest accrued in the Restitution Account, will escheat to the State of California. Within 120 Days after the last Restitution Check is mailed, the SCA will remit this amount to the Commission in a check drawn on the Restitution Account and made payable to the order of the Commission.

4. **Reports to the Commission**. The SCA will report to the Commission and the Parties according to the Settlement the following:

    - The opening and closing balances of the Restitution Account;
    - The number and date of the mailings of the Restitution Checks to the Eligible Consumers;
    - The number of Restitution Checks undeliverable or expired; and

- The amount of Restitution remitted to the Commission because of undeliverable or expired Restitution Checks.

5. **Tax Reporting**. The SCA will perform any local, State, or Federal tax-reporting obligation, if any that may result from establishing and maintaining the Restitution Account. Respondents will pay any local, State, or Federal taxes, if any, that may result from the SCA establishing and maintaining the Restitution Account.

6. **Questions in Implementation**. Any questions regarding implementation of this Plan unaddressed here or by the Settlement should be directed to CPSD, Mark Clairmont, telephone: (415) 703-2070, or alternatively, the attorney for CPSD, Gregory Heiden, telephone number: (415) 355-5539

(END OF APPENDIX B)

APPENDIX C

COMMISSION STATEMENT EXPLAINING PURPOSE OF THE CONSUMER RESTITUTION CHECK

California Public Utilities Commission
Consumer Services Division
Letter to Customers of NOS Communications Inc., Affinity Network Inc., and NOSVA Limited Partnership.

Date: _____

Dear Consumer:

The California Public Utilities Commission is sending you the enclosed check in the amount of $25 as part of its negotiated settlement with the following parties:

- NOS Communications Inc. (NOS);
- Affinity Network Inc. (ANI); and
- NOSVA Limited Partnership (NOSVA).[5]

Our records identify you as a present or former customer of that telephone corporation, who had complained regarding the charges assessed by that company.
As a result of your and other consumer complaints, the Consumer Protection and Safety Division of the California Public Utilities Commission investigated and negotiated a settlement NOS, ANI, and/or NOSVA, which was adopted by the Commission. Under the terms of the settlement, these companies collectively will pay $25 in restitution to each consumer who had complained about one of the companies to the Commission.

You must endorse and deposit or cash the enclosed check within 90 days of the date printed on the check or else the check will become void.

Please contact the Commission's Consumer Protection and Safety Division at (415)703-2070 if you have any questions.

(END OF APPENDIX C)

---

[5] NOS also conducts business under the following fictitious business names: International Plus, O11, INETBA (Internet Business Association), and I-Vantage. ANI also conducts business under the fictitious business names of HorizonOne Communications ("HorizonOne") or QuantumLink Communications ("QuantumLink"). NOSVA also conducts business under the fictitious business name of CierraCom Systems. All of the entities identified herein have in common either the same principals or officers.