EXHIBIT A

Arent Fox

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VIA EMAIL AND FEDERAL EXPRESS
Marc A. DeNegri, Esq.
AT&T Legal Department
1 AT&T Way
Suite 3A106
Bedminster, NJ 07921

Re: InfoTelecom, LLC: Interconnection Agreement

Dear Mr. DeNegri:

I have been retained by InfoTelecom, LLC ("InfoTelecom") with regard to its on-going disputes with the various AT&T ILEC entities that are party to the Interconnection Agreements by and between those ILECs and InfoTelecom, including the First Amendment Superseding Certain Intercarrier Compensation, Interconnection and Trunking Provisions (the "First Amendment"). Kindly forward all future correspondence regarding this dispute to my attention.

I have reviewed your March 25, 2011 letter directed to Ms. Anita Taff-Rice and hereby respond on behalf of InfoTelecom. We neither agree with nor appreciate your flippant dismissal of our dispute as "superficial" and "a meritless attempt . . . to withhold payment." Your suggestion that the First Amendment requires InfoTelecom to escrow nearly $3 million in payments is belied by the plain language of the First Amendment. Paragraph 7.3 of the First Amendment provides as follows:

> 7.3 The Party delivering IP-PSTN Traffic for termination to the other Party's end user customer (the "Delivering Party") shall pay to the other party the rate for Total Compensable Local Traffic as defined in Section 6 above. ***On a monthly basis***, no later than the 15th day of the succeeding month to which the calculation applies, the Delivering Party shall report its calculation of the difference between the amounts Level 3 paid to SBC for terminating such traffic (at rates applicable to Total Compensable Local Traffic (as defined herein)) and the amounts Level 3 would have paid had that traffic been rated according to SBC's intrastate and interstate switched access tariffs based upon originating and terminating NPA-NXX ("***Delta***"). At such time as the Delta exceeds $500,000 the Parties will negotiate resolution of the Delta for a period not to exceed eleven business days. If the Parties are unable to reach

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> resolution, Level 3 shall pay the Delta into an interest bearing escrow account with a First Party escrow agent mutually agreed upon by the Parties. [Emphasis added]

Accordingly, the plain language provides that the "Delta" is, *by definition*, an amount calculated on a "monthly basis." And, given that this Interconnection Agreement was negotiated with Level 3, a much larger carrier than InfoTelecom, it seems readily apparent that the parties understood the escrow provision to be triggered only when the Delta exceeded ***$500,000 in a given month.*** In order for the $500,000 limit set in this paragraph to be cumulative, as you assert, it would have to either unambiguously so state or, at the very least, have utilized the plural to provide for an escrow requirement "at such time as the Deltas exceed $500,000. . . ." Thus, the plain language of the provision does not support your unilateral demand for millions of dollars in escrow payments.

Moreover, even if your interpretation was correct (which it is not), it still would not entitle you to demand the full escrow that you have sought. Specifically, your March 25, 2011 letter demands that InfoTelecom escrow amounts for, *inter alia*, the "Illinois Delta" and the "Ohio Delta." However, as your letter demonstrates, even if viewed on a cumulative basis, these Deltas have not surpassed $500,000, and thus there is no basis to demand InfoTelecom to escrow these amounts. In this regard, I observe the following: (1) pursuant to the ICA, to the extent that provision 7.3 was intended to apply to all AT&T entities collectively, rather than individually, it would have needed to use the defined term "SBC ILECS," which it does not; (2) InfoTelecom has always treated each AT&T ILEC independently for the basis of submitting its monthly Delta calculations; (3) your letter of February 16, 2011 sets out and demands payment for the "California Delta" and the "Texas Delta," because they are the only two states where the running tally exceeds $500,000; and (4) even your March 25, 2011 letter continues to acknowledge that the Deltas are calculated based on each state/ILEC entity by setting forth distinct calculations for the California, Texas, Illinois, and Ohio Deltas.

Thus, it is clear that InfoTelecom has not triggered the escrow provisions contained in the First Amendment with regard to any AT&T ILEC. Though you apparently disagree, AT&T cannot resolve this disagreement by fiat. Absent a resolution of this issue, there is no basis to conclude that InfoTelecom has failed to meet any duty arising from the ICA to escrow payments. At bottom, there is no material breach entitling AT&T to terminate the ICA.

I would welcome the opportunity to explore with you whether the parties may reach a reasonable resolution of this dispute. Please let me know a convenient time for us to schedule a call on Friday, April 15, Monday, April 18, or Tuesday, April 19. In that regard, and so that I may be fully prepared for the call, I would appreciate understanding whether and to what extent Level 3 has been escrowing funds pursuant to the ICA and, to the extent it has, when it began

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escrowing those payments (*i.e.*, how much had accrued with regard to each ILEC Delta and whether the amount exceeded $500,000 in a single month). Alternatively, in the event that Level 3 and AT&T have negotiated final payment amounts in lieu of escrow payments, I would appreciate knowing the cost per minute that Level 3 is paying for VoIP traffic. In light of AT&T's non-discrimination obligations, I am confident that you will have no problem providing me with this information in a timely fashion, and, of course, to the extent that AT&T has filed this information with the relevant public utility commissions, you may bring my attention to those documents.

I look forward to hearing from you in the near future and to reaching a satisfactory resolution for our respective clients.

InfoTelecom reserves all of its rights, claims, and defenses at law, at equity, or otherwise and does not intend to waive any such rights, claims, or defenses.

Sincerely,

Ross A. Buntrock

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