

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

CALL HOME AMERICA, INC.	)	
_____	)	
ALLEGED VIOLATION OF KRS 278.020	)	CASE NO.
AND KRS 278.160	)	93-017
	)	

O R D E R

On March 2, 1993, Call Home America, Inc. ("Call Home") submitted a proposed Settlement Agreement, a copy of which is attached hereto and incorporated herein as Appendix A. The settlement expresses Staff's and Call Home's agreement on a mutually satisfactory resolution of all issues in this case.

In determining whether the results of the Settlement Agreement are in the public interest and are reasonable, the Commission has taken into consideration the steps taken by Call Home to remediate and cure its outstanding violations. After consideration of the proposed Settlement Agreement and being otherwise sufficiently advised, the Commission finds that the proposed Settlement Agreement is in accordance with the law and does not violate any regulatory principle. This Settlement Agreement is in the public interest and results in a reasonable solution of this case.

IT IS THEREFORE ORDERED that:


1. The Settlement Agreement is hereby adopted and approved in its entirety as a reasonable resolution to the issues in this case. Call Home shall adhere to and comply with all provisions of

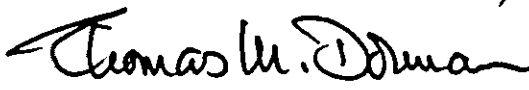
the Settlement Agreement the same as if individually ordered herein.

2. Call Home shall pay the agreed penalty of \$100 within 10 days of the date of this Order by certified check or money order made payable to Treasurer, Commonwealth of Kentucky. Said check or money order shall be mailed or delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601.

Done at Frankfort, Kentucky, this 12th day of March, 1993.

PUBLIC SERVICE COMMISSION

  
Chairman

  
Vice Chairman

  
Commissioner

ATTEST:

  
Executive Director

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 93-017 DATED March 12, 1993

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF

CALL HOME AMERICA, INC.	)	
	)	CASE NO.
_____	)	93-017
ALLEGED VIOLATION OF KRS	)	
278.020 AND KRS 278.160	)	

SETTLEMENT AGREEMENT

WHEREAS, on January 19, 1993, the Public Service Commission (the "Commission") issued an order requiring Call Home America, Inc. ("Call Home America") to appear before the Commission on February 23, 1993 to show cause why it should not be penalized for providing service prior to receiving a certificate of convenience and necessity in violation of KRS 278.020 and 278.160.

WHEREAS, on February 4, 1993, an informal conference was held between the parties and as a result thereof, Call Home America orally requested that the Commission cancel the hearing and provide Call Home America with the opportunity to propose a settlement of the issues.

WHEREAS, Call Home America and the Commission Staff have reached an agreement on the resolution of the issues.

NOW THEREFORE, be it resolved that:

1. By signing this Settlement Agreement, Call Home America admits no wilful violation of KRS 278.020 and KRS 278.160. Call Home America agrees that this Agreement represents the most judicious method by which to resolve this case and agrees to take

the steps outlined herein.

2. Call Home America shall pay a penalty in the amount of \$ 100.00. A certified check for the full amount of the penalty shall be made payable to the Kentucky State Treasurer and delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601 within ten (10) working days of the Commission's Order approving this Settlement Agreement.

3. Upon issuance of an order by the Commission accepting this Settlement Agreement, to the extent that Call Home America has not completed the refunding or crediting of all customers for all intrastate charges billed and collected prior to the Commission's authorization of Call Home America to provide intrastate telecommunications service, Call Home America shall commence making refund payments or credits to all customers for all charges billed and collected by Call Home America for intrastate telecommunications service from January 1, 1991, until such time as Call Home America is authorized to provide intrastate services. For the period before January 1, 1991, during which Call Home America billed and collected for charges for intrastate telecommunications service, Call Home America shall mail to the last known address of each customer receiving such intrastate telecommunications service a notice informing each customer of his or her right to receive a refund for this period. The form of the notice shall be approved by Commission counsel. Within sixty days of the mailing of such notice, each customer shall make an application for refund to Call Home America and provide copies of their bills for the period in

question. To the extent that a customer applying for a refund is unable to provide copies of his or her bills for the period in question, Call Home America shall make a refund payment or credit to that customer based on his or her actual calling records for the period in question, if such records are accessible to Call Home America, and if not, based on the average amount of intrastate calling by Call Home America's Kentucky customers in November and December of 1992 and the number of months each customer was provided intrastate telecommunications service by Call Home America during such period. Within one (1) year of the Commission acceptance of this Settlement Agreement, Call Home America shall have completed the crediting and refunding.

4. Within thirty (30) days from the date Call Home America refunds or credits its customers, Call Home America shall provide a list to the Commission of the names, addresses, amounts paid, and method of payment for customers entitled to and receiving a refund or credit. Such information may be submitted to the Commission with a petition for confidential treatment. Thereafter, Call Home America shall provide monthly reports to the Commission in performing its obligations under this Settlement Agreement.

5. This Settlement Agreement is submitted for the purposes of this case only and is not deemed binding upon the parties hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving any other utility.


6. If the Commission issues the Order adopting this Settlement Agreement in its entirety, Call Home America agrees that it shall

not file an application for rehearing with the Commission nor an appeal to the Franklin Circuit Court from the Order.

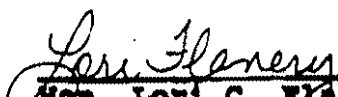
7. If the Settlement Agreement is not adopted in its entirety, Call Home America reserves the right to withdraw from the Agreement and require that hearings go forward upon all or any matters involved herein, and, that, in such event, the terms of the Agreement shall not be deemed binding upon the signatories hereto, nor shall such agreement be admitted into evidence, referred to or relied on in any matter by any signatory hereto.

8. All the parties hereto agree that the foregoing Settlement Agreement is reasonable and in the best interest of all concerned, and urge the Commission to adopt this Agreement in its entirety.

AGREED TO BY:

  
\_\_\_\_\_  
Hon. Leon J. Barish, on behalf  
of Call Home America, Inc.

3/2/93  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hon. Lori C. Flanery, on behalf  
of Commission Staff

3/2/93  
\_\_\_\_\_  
Date