

# Budget Phone INC.

telecommunications :: clear :: simple

January 21, 2005

Bill Hinkle  
19 Carp Lane  
Woodbine, KY 40771

Re: Case No. 2005-00025

REC-  
F-  
PUBLIC SERVICE  
COMMISSION

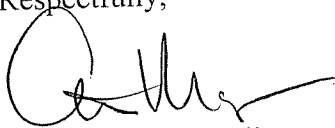
Dear Mr. Hinkle:

We are in receipt of your complaint regarding your telephone service and, in particular, your Long Distance package.

Budget Phone reserves the right to terminate, suspend or restrict service when that service is inconsistent with residential usage. Over 34 hours of long distance usage from 11/24/04 through 12/6/04 is not normal residential usage, and therefore we cannot continue as your telephone service provider under the previous plan.

You paid for service through January 11, 2005. Your account was credited for \$10.00 on January 5<sup>th</sup> (the amount allocated to long distance for tax purposes on the Deluxe Package related to that month's service). In addition, today we credited your account for another month's service (without long distance) through February 11, 2005. This should allow ample time, at no cost, for you to make arrangements for service with another carrier.

Respectfully,



Art Magee, Controller  
Budget Phone, Inc.

RECEIVED  
FEB 07 2005  
PUBLIC SERVICE  
COMMISSION

Cc: Kentucky Public Service Commission  
James Goff  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-0615

# Remittance Section

# Budget Phone INC

P O BOX 19360  
SHREVEPORT, LA 71149

Account Number	813256
Due Date	February 11, 2005
Total Amount Due	65.79
Amount Enclosed	_____



## PLEASE PAY AT YOUR AUTHORIZED AGENT

0000036056 \*\*\*\*\* MIXED AADC 350

BILL HINKLE  
19 CARP LN  
WOODBINE, KY 40771

BUDGET PHONE  
PO BOX 2252  
BIRMINGHAM, AL 35246-0052

Please detach and return above portion with your payment to your authorized agent.

### Budget Phone INC

Due Date	Account Number	Total Amount Due	For Information Call
February 11, 2005	813256	65.79	1-800-293-7573

### Important Messages

Your bill must be paid by the due date to avoid any additional fees or possible disconnection. Any complaint, investigation request or billing request, including payment arrangements, should be directed to 1-800-293-7573. This bill is for residential service only. A PREFERRED CARRIER FREEZE MAY BE AVAILABLE FOR YOUR LOCAL, LOCAL TOLL, AND TOLL SERVICE PROVIDERS.

### Detail of Charges

Invoice No.	From	Dates To	Phone	Charges & Credits	Amount
				<b>BALANCE FORWARD</b>	<b>0.00</b>
7026998	02/11/2005	03/10/2005	606-523-9239	DELUXE SERVICE	49.95
7026998	02/11/2005	03/10/2005	606-523-9239	CALL WAITING	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	CALL FORWARDING	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	CALL RETURN	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	CALLER ID	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	THREE-WAY CALLING	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	UNLIMITED LD	6.85
7026998	02/11/2005	03/10/2005	606-523-9239	SUBSCRIBER/NUMBER PORTABILITY LINE CHARGE	1.70
7026998	02/11/2005	03/10/2005	606-523-9239	FEDERAL EXCISE TAX	3.40
7026998	02/11/2005	03/10/2005	606-523-9239	STATE SALES TAX	0.10
7026998	02/11/2005	03/10/2005	606-523-9239	KY TRS/TDD SURCHARGE	1.70
7026998	02/11/2005	03/10/2005	606-523-9239	RATE INCREASE FOR SCHOOL TAX	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	KY LIFELINE SUPPORT SURCHARGE	1.20
7026998	02/11/2005	03/10/2005	606-523-9239	KNOX CO. 911 SURCHARGE	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	FEDERAL UNIVERSAL SERVICE FUND	0.00
7026998	02/11/2005	03/10/2005	606-523-9239	FEDERAL TRS FUND	65.79
7026998	02/11/2005	03/10/2005	606-523-9239	<b>TOTAL AMOUNT DUE</b>	<b>65.79</b>

I don't feel that it is fair to say that more than 24 hours a month is more than unlimited, to me unlimited means 24 hours a day, and again they say there going to turn off my phone. Could you please stop them from doing this till we get this settled, also again I received a bill for feb. and it includes charges for unlimited long distance, and each month the bill keeps get higher. please help me to get what they promised unlimited long distance.

Bill Hinkle  
2-3-05

KROGER L-719

03 12/16 17:31 502 564 7397      MODE    MIN/SEC    PGS    CMD#    STATUS  
 EC--S    00'23"    002    091    OK

**Budget Phone New Service Application**

August 1 2004

**Budget Phone - New Application Form**

**Tracking Number:** 813256  
**Date:** 8/3/2004  
**Ship To:** BILL HINKLE  
 19 CARP LN  
 WOODBINE, KY 40771

*Attention - John*

DESCRIPTION	QUANTITY	COST
DELUXE SERVICE	1	\$49.95
EXPANDED AREA OPTION	1	\$0.00
CONV ACTIVATION CHARGE	1	\$0.00
CALL WAITING	1	\$0.00
CALL FORWARDING	1	\$0.00
CALL RETURN	1	\$0.00
CALLER ID	1	\$0.00
THREE-WAY CALLING	1	\$0.00
UNLIMITED LD	1	\$0.00
SUBSCRIBER/NUMBER PORTABILITY LINE CHARGE	1	\$6.85
FEDERAL EXCISE TAX	1	\$1.70
STATE SALES TAX	1	\$3.41
KY TRS/TDD SURCHARGE	1	\$0.10
RATE INCREASE FOR SCHOOL TAX	1	\$1.70
KY LIFELINE SUPPORT SURCHARGE	1	\$0.08
KNOX CO. 911 SURCHARGE	1	\$1.25
FEDERAL UNIVERSAL SERVICE FUND	1	\$0.61
FUSF RECOVERY	1	\$0.00
<b>INVOICE TOTAL:</b>		<b>\$65.65</b>
<b>PAYMENT AMOUNT:</b>		<b>(\$65.65)</b>
<b>BALANCE DUE:</b>		<b>\$0.00</b>

Your account status and phone number will be available after **August 5, 2004 1 PM**  
 Simply call **1-877-222-2424** and enter your account access code listed below.

**Access Code: 00813256902**

**Long Distance Instructions**

1. Dial 1-866-238-5580
2. Dial: 1 + Area Code & Number you are calling followed by pressing the "#".

**Note:** Service must be used from your home phone.

Unlimited LD is for domestic use within the continental U.S. only. For customer service call 1-888-426-5588. Use of service signifies acceptance of service terms and prices. Terms and conditions may change month by month. No refunds.

KROGER L-719

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	CMD#	STATUS
04	12/16 17:32	502 564 7397	EC--S	00'19"	001	092	OK

# Budget Phone INC.

BP 01/03

P.O. Box 19360 Shreveport, LA 71149

## CUSTOMER SERVICE AGREEMENT

Budget Phone Inc. (the "Company") agrees to provide and the person whose name appears on the reverse (the "Customer") agrees to receive basic local telephone service for local calling within the Customer's basic local service area (the "Service") based on the terms and conditions included in this Customer Service Agreement (the "Agreement")

- By signing the reverse side of this Agreement, the Customer acknowledges and agrees that he has read this Agreement in its entirety or has had the agreement read to him and that the Customer fully understands and agrees to the terms and conditions of the Agreement.
- The Customer understands that this Agreement provides basic local telephone service for local calling within the Customer's basic local service area on a prepaid basis only. This Service does not allow the Customer to dial or use local or long distance directory assistance or operator services and does not allow the Customer to place long distance calls through standard dialing patterns (1+ and 0+ calls) or to place calls to the expanded local calling area using standard dialing patterns.
- The Customer requests that Company establish Service in his residence at the address stated on the reverse of this page. The Customer understands that any questions about the Service should be directed to the Company at the address shown below or by calling the toll-free number shown below. The Company shall not be liable for any damages whatsoever associated with service facilities or equipment which the Company does not furnish or for any act or omission of any other company furnishing services facilities or equipment to the Customer in connection with the Service.
- The Customer agrees to prepay \$\_\_\_\_\_ for the first month's Service (the "First Month's Standard Service Fee"). The First Month's Standard Service Fee does not include the federal, state and local taxes and line fees and charges listed on the front and includes a \$10.00 discount for prompt payment (payment within 5 days of the customer's due date). The First Month's Standard Service Fee does not include fees for optional services selected by Customer ("Optional Services"), such as Call Forwarding or Call Waiting. An additional charge will apply (as listed on the front) if Extended Area Service applies. After the first month, the basic monthly service fee is \$\_\_\_\_\_ excluding all fees and taxes.
- If the Customer wishes to continue to receive the Service after the first month, the Customer agrees to prepay \$\_\_\_\_\_ for the Service each month after the first month (the "Standard Service Fee"). The Standard Service Fee does not include the federal, state and local taxes and line fees and charges listed on the front. These additional fees and taxes will be listed separately on the Customer's monthly bill and shall be paid by the Customer in addition to the Standard Service Fee. The Standard Service Fee does not include fees for optional services selected by the Customer ("Optional Services"), such as Call Forward or Call Waiting. Charges for Optional Services shall be listed separately on the Customer's monthly bill and shall be paid by the Customer in addition to the Standard Service Fee.
- The Customer agrees to pay an Activation/Processing Fee as part of the First Month's Standard Service Fee. This fee is fully refundable to the Customer if the Company is unable to provide Service to the Customer. After the company processes the application the Processing fee is non-refundable. No portion of the Initial payment is refundable once service is established to the demarcation point (Point of service entry to the residence).
- The Customer may terminate service upon thirty-(30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any for the Company's service offerings until the Customer actually leaves the service.
- The Service provided to the Customer by the Company will restrict the Customer from placing direct-dialed long distance calls (1+ calls) and operator-assisted calls (0 and 0+ calls) such as collect, person-to-person, and third number billed calls. However, in the event any long distance charges do accrue to the Customer's account, the Customer agrees to pay all such charges promptly to the Company.
- The Customer will be billed on the same day each month for the Service to be provided by the Company during the following month. The bill will also include any long distance charges which are on the Customer's account. The bill will be mailed to the Customer at least 10 days prior to the due date listed on the bill.
- The Customer agrees to pay his monthly bill to the commissioned agent's store where you originally ordered your service.
- The Customer agrees to return this completed Agreement along with First Month's Standard Service Fee, Processing Fee and Optional Service fees (the "Initial Payment") to a Budget Phone commissioned agent.
- The Customer understands that he is entering into an agreement with the Company to act as his communications representative for all negotiations with the applicable primary local exchange provider of telecommunications services. Under the terms of this Agreement, the Customer gives the Company authority to handle all negotiations for service requests, and to issue orders on the Customer's telephone service at the address provided by the Customer on this Agreement and on the telephone number issued to the Customer by Company until further notice. The Customer understands and agrees that his Agreement does not prevent the Company from changing the underlying local exchange service providers.
- The Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer and including reasonable attorneys' fees for any claim of any nature whatsoever brought by a Customer with respect to any service provided by the Company or with respect to the Company's termination of service to a Customer effected in accordance with pertinent rules of the Utilities Commission. Except as provided below, the Company shall not be liable for any delay or failure of service due to cause beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes.
- The liability of the Company for damages arising out of interruption of the Customer's Service not caused by the negligence of the Customer shall be no more than an amount equal to the proportionate charge to the Customer for the period of Service during which the interruption occurs. The Company has no liability for damages caused by the negligence of the Customer. Credit for service interruption will begin when the customer reports the interruption to Budget Phone's Customer Service Department and when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

Bert Henteli  
19 Carp Lane  
Woodbine, Ky  
40771

RECEIVED

FEB 07 2005

PUBLIC SERVICE  
COMMISSION

Public Service  
% Senmy Smith

PO Box 615  
Frankfort, Ky 40602

