

LIGHTYEAR
Network Solutions

January 18, 2006

Beth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

RECEIVED

JAN 19 2006

PUBLIC SERVICE
COMMISSION

Re: 2005-00186, Attorney General's
Supplemental Requests for Information

Dear Ms. O'Donnell:

Please find enclosed five copies of the response of Lightyear Network Solutions LLC to the above-referenced Supplemental Requests for Information.

Sincerely,



Linda Hunt
Director of Legal and Regulatory Affairs

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

AN INQUIRY INTO LIMITATIONS)	
OF USE FOR TARIFFED SERVICES)	ADMINISTRATIVE
DESIGNATED OR OTHERWISE)	CASE NO. 2005-00186
REFERRED TO AS UNLIMITED)	

RESPONSE TO THE SUPPLEMENTAL DATA REQUESTS
SUBMITTED BY THE KENTUCKY ATTORNEY GENERAL

In compliance with the Order in the above-styled Case dated June 22, 2005, requesting information with regard to any plan(s) described, named or marketed as “unlimited”, Lightyear Network Solutions, LLC (“Lightyear”) hereby submits their responses.

1. State whether your company has changed any tariffs applicable to plans described, named or marketed as “unlimited”, as previously identified in your responses to the Commission’s first data request, since the date of the Commission’s first set of Data Requests, and if so, please attach/enclosed copies of same.

RESPONSE: Lightyear has made no changes to any tariffs since the date of the Commissions’ first set of Data Requests.

2. With regard to any such plans, state specifically whether the word “unlimited” refers to minutes of use, area(s) of calling or both. If the word “unlimited” modifies any other term(s) in the applicable tariff(s), please identify the term(s) so modified.

RESPONSE: The word “unlimited” refers to both local and long distance minutes of use, and Lightyear’s Terms and Conditions clearly state that the 3,000 minute cap refers only to our long distance minutes.

3. With regard to any such plans, state:
 - a. Whether the tariff indicated that a penalty of any type or sort (including relegating the customer to a different plan) may apply in the event the customer exceeds any limitation on number of minutes included in the plan;
 - b. The nature of the penalty;
 - c. Whether the penalty has ever been imposed;
 - d. Whether notice of the penalty is provided to the consumer, and if so, identify precisely where in the tariff or other materials (including but not limited to contract, advertising or marketing materials) any such notice is located, and cite the complete language of any and all such notice(s).

- RESPONSE:
- a. Lightyear's tariff (See Exhibit A) clearly states that the Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan if toll usage exceeds 3,000 minutes in a single billing period. Lightyear does not consider this a penalty as the customer is given the option of either moving to another eligible rate plan, or move their service to another provider. This information is also contained in Lightyear's Terms and Conditions.
 - b. There is no penalty as stated in response (3a).
 - c. Lightyear has exercised its rights as set out in response 3(a).
 - d. The customer is provided notice that they need to contact Lightyear within ten (10) days if the customer's long distance usages has exceeded 3,000 minutes (See Exhibit B). The content of the notice is not in our tariff nor on any other materials. If after this notice is sent out and the customer calls to inquire about the notice, Lightyear will review the customer's account. If this billing period is the first time they have gone over the 3,000 minute limit, Lightyear advises the customer of the 3,000 minute limit found in our Terms and Conditions, and further advises the customer that they will remain on the Opportunity Plan unless they surpass the 3,000 minutes on any given subsequent billing cycle. If the customer does surpass the 3,000 minute limit on a subsequent billing cycle, they are once again, notified by letter to contact Lightyear. At that time, they will be given the choice to either choose another Lightyear plan, or they can choose another carrier, as Lightyear can no longer provide them service under the Opportunity Plan. The customer remains on Lightyear through the time period for which they have paid. Lightyear does not arbitrarily move a customer to another plan, nor do we bill the customer for minutes in excess of 3,000 long distance minutes. If the customer does not contact Lightyear, we assume they have chosen not to remain on Lightyear's service, and we disconnect their service approximately twenty(20) days after the date on the letter. Notice of this disconnection is contained within the letter.


Respectfully submitted,



Linda Hunt
Director of Legal and Regulatory Affairs
Lightyear Network Solutions, LLC
1901 Eastpoint Parkway
Louisville, Kentucky 40223
502-244-6666 Ext. 1019

CERTIFICATE OF SERVICE

I hereby certify that five copies of the above were mailed to the Kentucky Public Service Commission, and mailed to the Kentucky Attorney General's office this 18th day of January, 2006.



Linda Hunt

This tariff, Kentucky Tariff No. 2 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky Tariff No. 6, issued by Lightyear Communications, Inc.

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

LIGHTYEAR NETWORK SOLUTIONS, LLC

WITHIN THE STATE OF KENTUCKY

Issued: February 4, 2004

Effective: March 5, 2004

Issued by: John J. Greive, Vice President of Regulatory Affairs and General Counsel
1901 Eastpoint Parkway
Louisville, Kentucky 40223

KYL0401

EXHIBIT "A"

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 LightyearHOME? Service

(T)

6.2.1 Lightyear Opportunity Plan

With the Opportunity Plan, the residential Customer receives unlimited local calling, long distance calling, and certain monthly recurring features on the first line ordered. Features are not included with the rate for each additional line, but may be ordered separately. IntraLATA and InterLATA presubscription to Lightyear's long distance is required. The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan if toll usage exceeds 3000 minutes in a single billing period, or if other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled.

(T)
(T)
(T)
(N)

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option.

A. Opportunity Rates and Charges

(N)

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Monthly Rate, First Line	\$49.99	\$49.99	\$64.99
Each Additional Line:	\$24.99	\$24.99	\$44.99

(C)
|
(C)

6.2.2 Lightyear Starter Plan

With the Starter Plan, the Customer receives unlimited local calling and certain monthly recurring features for a single monthly charge. Starter Plan local customers receive Starter Long Distance Service at special rates as set forth in the Company's long distance tariff on file with the Commission. IntraLATA and InterLATA presubscription to Lightyear's long distance service is required. Features are not included in the rate for each additional line, but may be ordered separately. The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan in accordance with the terms and conditions of this tariff and the Customer's contract for service. If it is determined that usage is not consistent with typical voice applications, the Company may suspend, restrict or cancel service in accordance with the terms and conditions of this tariff and the Customer's contract for service.

(T)
(N)

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option.

(N)

A. Starter Plan Rates and Charges

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Monthly Rate, First Line	\$29.99	\$29.99	\$37.95
Each Additional Line:	\$24.99	\$24.99	\$44.99

(C)
|

Issued: February 24, 2005

Effective: March 26, 2005

Issued by: John J. Greive, Vice President of Regulatory Affairs and General Counsel
 1901 Eastpoint Parkway
 Louisville, Kentucky 40223

KYL0501

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.8 Lightyear BizValueSM

(N)

With BizValueSM, the business Customer receives unlimited local calling and certain monthly recurring features as specified below for a single monthly charge. Additional features may be ordered separately.

The following features are included in the package rate for each line: Hunting, Caller ID Deluxe, Call Waiting Deluxe, Call Forwarding Variable, and Speed Dial 8. Additional features may be ordered separately at the Customer's option.

BizValue is not available on Digital Subscriber Lines (DSLs).

The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan in accordance with the terms and conditions of this tariff and the Customer's contract for service. If it is determined that usage is not consistent with typical voice applications, the Company may suspend, restrict or cancel service in accordance with the terms and conditions of this tariff and the Customer's contract for service.

6.8.1 BizValueSM Rates and Charges

The following monthly charges apply to BizValue lines. Rates and charges include Touchtone Service for each line.

Monthly Rate - One Year Term

BellSouth Service Areas

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Per Line	\$27.00	\$32.00	\$50.00

(N)

SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.9 Lightyear BizUnlimitedSM

(N)

With BizUnlimitedSM, the business Customer receives local and domestic long distance calling and certain monthly recurring features as specified below for a single monthly charge. Additional features may be ordered separately. IntraLATA and InterLATA presubscription to Lightyear's long distance service are required.

The following features are included in the package rate for each line: Hunting, Caller ID Deluxe, Call Waiting Deluxe, Call Forwarding Variable, and Speed Dial 8. Additional features may be ordered separately at the Customer's option.

BizUnlimited is not available on Digital Subscriber Lines (DSLs).

The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan if toll usage exceeds 3000 minutes in a single billing period, or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. The cancellation fee described in Section 5.5 preceding, will not apply.

6.9.1. BizUnlimitedSM Rates and Charges

The following charges apply to BizUnlimited lines. Rates and charges include Touchtone Service for each line.

Monthly Rate - One Year Term

	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Per Line	\$54.99	\$54.99	\$79.99

(N)

Issued: February 24, 2005

Effective: March 26, 2005

Issued by: John J. Greive, Vice President of Regulatory Affairs and General Counsel
1901 Eastpoint Parkway
Louisville, Kentucky 40223

KYL0501



Date

«Customer_Name»
«Address_1»
«Address_2»
«City_State_Zip_»

Re: Notice of Service Discontinuance
Account Number: «Acct»

Dear Lightyear Customer:

Thank you for choosing Lightyear Network Solutions, LLC as your all-in-one telecommunications service provider. We appreciate the opportunity to serve you.

As a subscriber of the LightyearHOMEsm Opportunity Plan for your local and long distance services, we regularly monitor your usage patterns to ensure they comply with typical residential calling patterns. The Terms and Conditions provided to you in your Welcome Package and as set out in our tariff state that if you use more than 3,000 long distance minutes in any one month Lightyear may evaluate our ability to provide service to you under the Opportunity Plan. Our records indicate that your current usage is exceeding this amount and have therefore determined that we can no longer offer you service under the Opportunity Plan. Alternative plans are available which may include a lesser per month charge with long distance billed on a per-minute basis. You will be required to change plans in order to retain your service with Lightyear.

For details regarding alternative service plans, please contact our Customer Support center at 1-877-295-4200. Representatives are available Monday through Friday from 8:00 am – 8:00 pm, EDT to answer any questions you may have.

Your existing plan will continue through [insert 10 days from date of letter] at which time your long distance service will be suspended unless an alternative plan has been selected. If Lightyear does not hear from you we will assume you have chosen not to maintain your service with Lightyear and we will disconnect both local and long distance service on [insert ten days from first date].

To reiterate, in order to avoid phone service interruption, you must either select an alternative service with Lightyear or transfer your long distance and local service to another provider by [insert 10 days from date of letter]. If you have any questions regarding this letter, please contact Customer Support at 1-877-295-4200 Monday through Friday from 8:00am to 8:00pm EDT.

Lightyear appreciates your cooperation in this matter and looks forward to your continued business.

Sincerely,

Elaine Bush
CFO