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September 14, 2012

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PUBLIC SERVICE
COMMISSION

VIA COURIER

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

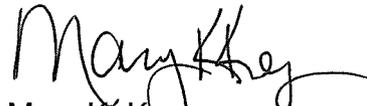
Re: Budget Prepay, Inc., Complainant v. BellSouth Telecommunications, LLC
d/b/a AT&T Kentucky, Defendant
PSC 2012-00392

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and ten (10) copies of Answer and Counterclaim of AT&T Kentucky.

Please let me know if you have any questions.

Sincerely,


Mary K. Keyer

Enclosures

cc: Party of Record

1045833

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)	
)	
BUDGET PREPAY, INC.)	
)	
vs.)	Case No. 2012-00392
)	
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a)	
AT&T KENTUCKY)	

ANSWER AND COUNTERCLAIM OF AT&T KENTUCKY

Pursuant to the Order the Public Service Commission of Kentucky (“Commission”) issued on September 4, 2012, BellSouth Telecommunications, LLC d/b/a AT&T Kentucky (“AT&T Kentucky”) provides its Answer and Counterclaim to the Formal Complaint of Budget Prepay. Inc. (“Budget”).

Summary of AT&T Kentucky’s Answer and Counterclaim

A. AT&T Kentucky is not required to make its long distance affiliate’s offerings available to Budget for resale.

Budget alleges that AT&T Kentucky has breached the parties’ interconnection agreement (“ICA”) by not making certain long distance service offerings available to Budget for resale. See Complaint at 3, ¶ 7, and 6, ¶ 2.¹ Specifically, Budget contends that when AT&T Kentucky bills Budget for local service Budget has purchased from

¹ Budget also alleges that AT&T Kentucky has violated 47 U.S.C. §§ 251(b) and (c) and certain FCC Rules and Orders implementing those subsections (see Complaint at ¶¶ 10.a -- 10.f), but the general obligations of section 251 do not govern this dispute. Instead, the specific provisions of the parties’ Commission-approved ICA govern this dispute. See 47 U.S.C. § 252(a)(1) (permitting carriers to “negotiate and enter into a binding [interconnection] agreement . . . without regard to the standards set forth in subsections (b) and (c) of Section 251”); *Mich. Bell Tel. Co. v. MCIMetro Access Trans. Servs., Inc.*, 323 F.3d 348, 359 (6th Cir. 2003) (“[O]nce an agreement is approved, the[] general duties [under the 1996 Act] do not control”; parties are “governed by the interconnection agreement” and “the general duties of [the 1996 Act] no longer apply.”); *Verizon Maryland, Inc. v. Global NAPS*, 377 F.3d 355, 364 (4th Cir. 2004) (“Once the [interconnection agreement] is approved, the 1996 Act requires the parties to abide by its terms. Interconnection agreements are thus the vehicles chosen by Congress to implement the duties imposed in § 251.”).

AT&T Kentucky under the ICA, AT&T Kentucky must reduce those bills to take into account certain long distance gift card promotions offered by AT&T Kentucky's long-distance affiliate – AT&T Long Distance Service (“AT&T Long Distance”)² – to new AT&T Long Distance retail customers who purchase certain of its long distance service offerings.³ See Complaint at 2, ¶ 4; Exhibit A. One of the offerings described in Exhibit A to Budget's Complaint, for example, was available in September 2010, and it offered qualifying new AT&T Long Distance customers who subscribed to AT&T Long Distance's Unlimited Nationwide Calling[®] One plan a \$100 Visa[®] Reward Card. AT&T Kentucky, however, does not offer these long distance services or gift cards to its own retail customers, nor does AT&T Kentucky fund any portion of the gift cards that AT&T Long Distance offers in connection with its promotions. Accordingly, if a retail customer signs up for local service with AT&T Kentucky without subscribing to a qualifying long distance service from AT&T Long Distance, that AT&T Kentucky retail customer is not eligible for, and does not receive, a gift card.

AT&T Kentucky is an incumbent local exchange carrier (“ILEC”); it provides local service to its end users, and it resells those local services to Budget in accordance with the ICA. AT&T Long Distance is a separate company from AT&T Kentucky. AT&T Long Distance is not an ILEC and it is not a party to an ICA with Budget. Instead, AT&T Long Distance offers interexchange long distance service to retail customers under the terms and conditions set out in its “Residential Service Guide,” a publicly available document that sets forth the terms and conditions on which AT&T Long Distance

² BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

³ These retail customers who are new to AT&T Long Distance can be either new or existing local exchange customers of AT&T Kentucky.

services are sold and that applies to everyone who wants to purchase those services. Budget does not, and cannot, allege that AT&T Kentucky offers any of the qualifying long distance services – much less any long distance promotions at issue in this case – to its own end users. Nor does Budget allege that its own retail customers purchase any long distance services from AT&T Long Distance, or that its end users are eligible for the promotions offered by AT&T Long Distance.

The parties' ICA, which Budget chose to adopt and that this Commission approved, requires AT&T Kentucky to make available to Budget for resale **only** the telecommunications services *AT&T Kentucky* offers its own retail customers; it does not require AT&T Kentucky to make available for resale long distance services of a different company. See ICA, Attachment 1 at 4, § 3.1. While Budget's complaint masquerades as a "billing dispute" under the ICA, Budget's alleged grievance in fact has nothing to do with local telecommunications services that AT&T Kentucky offers its retail customers and that Budget orders for resale pursuant to the ICA. It is telling that the complaint does not cite to Budget's ICA with AT&T Kentucky, but instead attaches pages from the AT&T Long Distance Residential Service Guide for *Interexchange Interstate, and International Services* – services that AT&T Kentucky does not offer.

AT&T Kentucky does not have a duty (much less the ability) to resell a long distance service it does not offer. Because AT&T Kentucky does not offer its retail customers the promotions that are the subject of Budget's Complaint, the ICA does not require AT&T Kentucky to make those promotions available to Budget for resale.

B. AT&T Kentucky actions are not anticompetitive.

Budget also alleges that "AT&T's actions are preferential, discriminatory and anti-competitive," and that AT&T Kentucky has violated KRS 278.170(1), which prohibits a

utility, as to its rates and services, from giving any person an unreasonable preference or advantage or subjecting any person to any unreasonable prejudice or disadvantage. See Complaint at 1 and 4, ¶¶ 10(h) and 10(i). That allegation is without merit.

As an initial matter, there is nothing inherently “anti-competitive” about AT&T Long Distance offering discounts to its retail customers, even if the discounts are not available to Budget on a wholesale basis. As the Supreme Court has noted, “cutting prices in order to increase business often is the very essence of competition” (*Matsushita Elec. Ind. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 594 (1986)), and under the antitrust laws there generally “is no duty to aid competitors” (*Verizon Comm’ns, Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398, 412 (2004)).⁴

In any event, Budget’s accusation that AT&T Kentucky is engaged in anticompetitive conduct in violation of KRS 278.170(1) fails for at least three reasons. First, the nonbasic services at issue here are exempt from the provisions of KRS 278.170(1).

Second, AT&T Kentucky has not, “as to rates or service,” given any “preference or advantage” to any person, or subjected any person to “prejudice or disadvantage.” KRS 278.170(1). The promotion Budget complains of is provided by AT&T Long Distance, not AT&T Kentucky, and hence is not a rate or service provided by AT&T Kentucky.

Third, even if the promotion were somehow attributable to AT&T Kentucky (and it is not), and even if KRS 278.170(1) applied to the services at issue here (which it does not), the fact that AT&T Kentucky does not provide these long distance promotional

⁴ Thus, Budget is free to offer long distance service to its customers and to offer them incentives, including gift cards, to purchase that service, but AT&T Kentucky has no duty to fund Budget’s marketing initiatives.

credits to Budget for the local services Budget purchases for resale would not implicate KRS 278.170(1). That statute does not impose any resale obligations on any utility. And the statute prohibits only “unreasonable” preferences and discrimination; it does not prevent a utility, with respect to its rates and services, from making reasonable distinctions between different classes of customers. “The qualifier ‘unreasonable’ clearly points to the conclusion that reasonable distinctions between recipients of utility services, ‘classes of service’ or utility rates are legally appropriate.” *Pub. Serv. Comm’n of Kentucky v. Commonwealth*, 320 S.W.3d 660, 667 (Ky. 2010). Similarly, KRS 278.030(3) confirms that a utility “may employ in the conduct of its business suitable and reasonable classifications of its service, patrons and rates.” Under the Kentucky statutes on which Budget relies in its Complaint (which, again, do not impose any resale obligations on any utility), a utility may make reasonable distinctions between different classes of customers and between different classes of service.⁵ No unreasonable distinction is alleged in the Complaint.

C. Budget has breached the ICA by withholding payment for services it has ordered from AT&T Kentucky under the ICA.

Budget has submitted promotional credit requests to AT&T Kentucky based on its erroneous argument that AT&T Kentucky must resell these AT&T Long Distance offerings. AT&T Kentucky has properly denied these promotional credit requests in accordance with the ICA, and Budget has wrongfully resorted to self-help by withholding in excess of \$580,000 from its payments to AT&T Kentucky for the local exchange services it has ordered and AT&T Kentucky has provided pursuant to the ICA. In other

⁵ There may be distinctions that are permissible under KRS 278.170(1) but not under section 251(c)(4) of the Telecommunications Act of 1996. The point here, however, is that KRS 278.170(1) does not proscribe AT&T Kentucky’s alleged conduct; the separate reasons that Budget’s claim under the parties’ ICA and section 251(c)(4) also fails are summarized above.

words, Budget has withheld more than half a million dollars in payments it owes AT&T Kentucky for *local* services it has ordered under the ICA because Budget claims it is entitled to rewards under *long distance* service offerings that are not subject to the ICA and that are not offered by AT&T Kentucky.

Budget claims this self-help is authorized by the “billing dispute” provisions of the ICA, which allow Budget to “withhold disputed amounts until the dispute is resolved.” ICA, Attachment 7 at 8, § 2.2. The ICA, however, narrowly defines a “billing dispute” as “a reported dispute *of a specific amount of money actually billed by either party,*” *id.* at 7, § 2.2 (emphasis added). AT&T Kentucky has not billed Budget one penny for any of the long distance offerings that are the subject of Budget’s Complaint.⁶ Clearly, Budget’s claims for rewards under long distance service offerings that are not subject to the ICA (and that are offered by an entity that is not a party to the ICA) are not “billing disputes” that allow Budget to withhold payments it owes AT&T Kentucky pursuant to the ICA. Instead, they are meritless claims for damages supposedly arising from the fact that AT&T Long Distance’s promotions were not made available to Budget for resale. The ICA unambiguously provides that “[c]laims by the billed party for *damages of any kind will not be considered a billing dispute* for purposes of this Section.” *Id.* at 8, § 2.2. Budget cannot withhold payment for the local exchange services that it has ordered from AT&T Kentucky and that AT&T Kentucky has provided under the ICA any more than a consumer can withhold mortgage payments from a bank because he claims the bank’s affiliate owes him rewards under a credit card program.

⁶ Budget does not allege that AT&T Kentucky has billed it for any long distance service, nor does Budget allege that it has ordered any long distance services for resale from AT&T Kentucky or, for that matter, from AT&T Long Distance.

D. The Commission should require Budget to pay AT&T Kentucky the \$580,000 it has wrongfully withheld, or at least pay the amount into escrow pending the outcome of this proceeding.

No state commission has required an ILEC to resell promotions offered by its long distance affiliate, and several have rejected resellers' positions on other "billing disputes" that, like Budget's spurious "billing dispute," were asserted as purported justifications for unlawfully withholding payment from AT&T ILECs.⁷ Despite the numerous state commissions that have rejected meritless "billing disputes" manufactured by resellers, the AT&T ILECs have consistently recovered only a tiny fraction of the amounts resellers have wrongfully withheld. To date, at least 16 resellers have declared bankruptcy or ceased doing business while owing, in the aggregate, more than \$150,000,000.00 they wrongfully withheld from AT&T ILECs.

⁷ E.g., Order No. 15 Granting AT&T's Motion for Summary Disposition, *In re: Petition of Nexus Communications, Inc. for Post-Interconnection Dispute Resolution with Southwestern Bell Tel. Co. d/b/a AT&T Texas under FTA Relating to Recovery of Promotional Credit Due*, Texas Commission Docket No. 39028, 2012 WL 2366729 (April 5, 2012), reconsideration denied by Order on Motion for Reconsideration of Order No. 15 (June 14, 2012); Order, *In Re Consolidated Proceedings to Address Certain Issues Common to Dockets U-31256, U-31257, U-31258, U-31259, and U-31260*, Louisiana Commission Docket No. U-31364 (May 25, 2012); Order, *In the Matter of: dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky*, Kentucky Commission Case No. 2009-00127, 296 P.U.R.4th 123, 2012 WL 182217 (January 19, 2012), reconsideration denied by Order, 2012 WL 718978 (March 2, 2012); Order Resolving Credit Calculation Dispute, *In the Matter of BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina v. Image Access, Inc. et al.*, North Carolina Commission Docket Nos. No. P-836, Sub 5 et al., 2011 WL 4448873 (September 22, 2011); Order, *In the Matter of dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky*, Kentucky Commission Case No. 2005-00455, 2011 WL 490903 (February 1, 2011); Recommended Order, *In the Matter of dPi Teleconnect, LLC, v. BellSouth Telecommunications, Inc., d/b/a AT&T North Carolina*, North Carolina Utilities Commission Docket No. Docket No. P-55, Sub 1744, 2010 WL 1922679 (May 7, 2010), exceptions denied by Order Denying Exceptions and Affirming the Recommended Order, 2010 WL 3898613, (October 1, 2010), affirmed sub nom. *dPi Teleconnect, LLC v. Finley*, 844 F.Supp. 2d 664 (E.D.N.C. 2012); Order Denying Motion to Reconsider, *In Re dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, North Carolina Commission Docket No. P-55, Sub 1577, 2008 WL 2880723 (July 18, 2008), affirmed sub nom. *dPi Teleconnect LLC v. Sanford*, 2007 WL 2818556 (E.D.N.C. 2007); affirmed sub nom. *dPi Teleconnect LLC v. Owens*, 2011 WL 327071 (4th Cir. 2011); Final Order, *dPi Teleconnect, LLC v. BellSouth Telecommunications, Inc.*, Florida Commission Docket No. 050863, 2008 WL 4966658 (September 16, 2008), affirmed *dPi Teleconnect, LLC v. Florida Public Serv. Comm'n*, 2009 WL 2603144 (N.D. Fla. 2009).

AT&T Kentucky should not have to bear the risk of non-payment of the substantial amounts Budget owes, especially since the ICA does not even arguably allow Budget to withhold payment under these circumstances. Instead, the Commission should immediately require Budget to either pay AT&T Kentucky all amounts it has wrongfully withheld or to pay into escrow all amounts it has wrongfully withheld pending the outcome of this proceeding.

First Defense

The Complaint fails to state a claim upon which relief can be granted.

Second Defense

The Complaint is barred, in whole or in part, by the applicable statute of limitations, by laches or by other doctrines relating to the passage of time.

Third Defense

The Complaint is barred, in whole or in part, by the doctrine of estoppel and/or waiver.

Fourth Defense

The Complaint is barred because it is not a "billing dispute" within the meaning of the parties' ICA.

Fifth Defense

The Complaint is barred because AT&T Kentucky does not offer the long distance promotions that are the subject of the Complaint.

Sixth Defense

The Complaint is barred, in whole or in part, because even if Budget were otherwise entitled to obtain the long distance promotions for resale, Budget's customers

do not satisfy the eligibility requirements for receipt of the promotions, as they would have to in order for Budget to obtain the promotions for resale to those customers.

Seventh Defense

The Complaint is barred, in whole or in part, because even if Budget were entitled to obtain the long distance promotions for resale, Budget would be entitled to only a portion of the amounts it has withheld from its payments to AT&T Kentucky.

Eighth Defense

The Complaint is barred, in whole or in part, by the doctrine of unclean hands.

Ninth Defense

For its responses to the specific allegations set forth in the Complaint, AT&T Kentucky states as follows:

1. AT&T Kentucky admits upon information and belief the allegations in Paragraph 1 of the Complaint.
2. AT&T Kentucky admits the allegations in Paragraph 2 of the Complaint. AT&T Kentucky further states that the address of its principal place of business in Kentucky is 601 W. Chestnut Street, Louisville, Kentucky 40203.
3. AT&T Kentucky admits the allegations in Paragraph 3 of the Complaint.
4. AT&T Kentucky admits that certain marketing materials for the promotions alleged in Paragraph 4 of the Complaint (hereinafter, the "AT&T Long Distance Promotions") use the brand name "AT&T" without specifying the AT&T entity that provide a particular service; that a customer must be a local service customer of AT&T Kentucky to qualify for the AT&T Long Distance Promotions; and that the AT&T Long Distance Promotions are not available to customers without AT&T local service. AT&T Kentucky denies all remaining allegations in Paragraph 4 of the Complaint.

5. AT&T Kentucky denies the allegations in Paragraph 5 of the Complaint. AT&T Kentucky further states on information and belief that Budget previously received from AT&T Kentucky certain reward amounts associated with dissimilar cash-back promotions.

6. AT&T Kentucky denies the allegations in Paragraph 6 of the Complaint, and specifically denies that the ICA or applicable law requires AT&T Kentucky to provide to Budget for resale the AT&T Long Distance Promotions offered by a separate AT&T affiliate that is not a party to the ICA.

7. AT&T Kentucky admits that it gives Budget no credits for alleged resale rights associated with the AT&T Long Distance Promotions offered by a separate AT&T affiliate and denies all remaining allegations in Paragraph 7 of the Complaint.

8. AT&T Kentucky admits that it has not sought or obtained a ruling from the Commission regarding AT&T Long Distance Promotions offered by a separate affiliate and denies all remaining allegations in Paragraph 8 of the Complaint. AT&T Kentucky further states that the AT&T Long Distance Promotions offered by a separate affiliate are not subject to the resale requirements of the ICA between AT&T Kentucky and Budget or of section 251(c)(4) of the Telecommunications Act of 1996; that AT&T Kentucky has imposed no restriction on the resale of the AT&T Long Distance Promotions offered by a separate affiliate; and that incumbent local exchange carriers are not in any event required to obtain state commission rulings before imposing reasonable restrictions on the resale of services that are subject to the resale requirements of section 251(c)(4).

9. AT&T Kentucky admits that Budget has notified AT&T Kentucky that Budget claims to be entitled to credits for purported resale rights associated with the

AT&T Long Distance Promotions, but AT&T Kentucky denies that this constitutes a “billing dispute” under the ICA. AT&T Kentucky admits that Budget is unlawfully withholding payment of the purported disputed amounts in contravention of its ICA with AT&T Kentucky. AT&T Kentucky denies all remaining allegations in Paragraph 9 of the Complaint.

10. The allegations in Paragraph 10 of the Complaint merely identify and characterize law that Budget alleges are “applicable,” and therefore require no answer, as the identified statutes speak for themselves.

11. AT&T Kentucky admits the allegations in Paragraph 11 of the Complaint to the extent they accurately quote the cited document and denies all remaining allegations in Paragraph 11 of the Complaint.

12. AT&T Kentucky denies the allegations in Paragraph 12 of the Complaint.

13. AT&T Kentucky denies the allegations in Paragraph 13 of the Complaint.

14. The allegations in Paragraph 14 of the Complaint assert only a legal conclusion, to which no answer is required. AT&T Kentucky denies the implied allegation that it has engaged in the conduct described in Paragraph 14 of the Complaint.

15. AT&T Kentucky denies the allegations in Paragraph 15 of the Complaint.

16. AT&T Kentucky denies the allegations in Paragraph 16 of the Complaint.

17. AT&T Kentucky denies the allegations in Paragraph 17 of the Complaint.

18. AT&T Kentucky denies the allegations in Paragraph 18 of the Complaint.

WHEREFORE, having responded to the Complaint, AT&T Kentucky respectfully requests that the Commission enter an Order denying the relief requested and granting AT&T Kentucky such further relief as the Commission deems just and proper.

Counterclaim

For its counterclaim to the claims alleged in the Formal Complaint of Budget Prepay, Inc. ("Budget"), BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T Kentucky") alleges as follows:

1. BellSouth Telecommunications, LLC, a Georgia limited liability company, operates in the Commonwealth of Kentucky under the name AT&T Kentucky and is an incumbent local exchange carrier providing telecommunications service in 78 counties in Kentucky. The address of AT&T Kentucky's principal place of business in Kentucky is 601 W. Chestnut Street, Louisville, Kentucky 40203.

2. Budget is a Louisiana corporation with its principal place of business in Bossier City, Louisiana. Budget is a competitive local exchange carrier ("CLEC"). Budget's post office address is 1325 Barksdale Blvd., Bossier City, LA 71111.

3. Budget and AT&T Kentucky are parties to an ICA, executed on October 16, 2008, and entered into pursuant to the Telecommunications Act, under which AT&T Kentucky is required to provide certain wholesale telecommunications services to Budget for resale by Budget to retail end-users.

4. Pursuant to the parties' ICA, Budget has ordered and AT&T Kentucky has provided telecommunications services to Budget for resale by Budget to retail end-users ("resale services").

5. AT&T Kentucky has billed Budget monthly for the services that Budget ordered and AT&T Kentucky provided to Budget for resale.

6. Budget has paid only in part the amounts AT&T Kentucky has billed it for resale services.

7. Starting in or about September, 2010, Budget has withheld from its payment of each month's bill from AT&T Kentucky for resale services an amount, determined unilaterally by Budget, that Budget contends represents the amount of benefits of certain long distance retail promotions to which Budget claims it is entitled.

8. The promotional benefits to which Budget claims it is entitled are the subject of Budget's Formal Complaint in this matter.

9. In withholding payments based upon its claim that it is entitled to the promotional benefits that are the subject of its Formal Complaint, Budget has not disputed the accuracy of the AT&T Kentucky bills or contended that it did not order the services reflected in the AT&T Kentucky bills; or that AT&T Kentucky failed to provide the resale services reflected in those bills; or that the rates AT&T Kentucky has charged Budget are incorrect; or that there are calculational errors in AT&T Kentucky's invoices. Rather, Budget has unilaterally withheld payment for services provided by, and properly billed by, AT&T Kentucky based solely upon its claim to promotional benefits unrelated to those services and those bills.

10. Budget is not entitled to the promotional benefits to which it claims it is entitled.

11. Budget's withholding of and refusal to pay amounts billed by AT&T Kentucky as set forth above is a breach of the parties' ICA.

12. The parties' ICA does not authorize Budget to withhold payment, in full or in part, of AT&T Kentucky's accurate bills on the ground of a claim that Budget is entitled to promotional benefits that are not in any way tied to those bills. Consequently, even if Budget were entitled to any portion of the promotional benefits to which it claims

it is entitled, Budget's refusal to pay AT&T Kentucky's bills in full constitutes a breach of the parties' ICA.

13. The amount that Budget has wrongfully withheld is in excess of \$580,000.

Relief Requested on Counterclaim

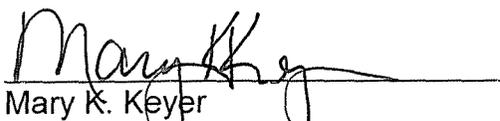
Based on the foregoing, AT&T Kentucky respectfully requests that the Commission grant AT&T Kentucky the following relief:

(a) Find that Budget has breached its ICA with AT&T Kentucky by wrongfully withholding amounts due and payable to AT&T Kentucky for services ordered and provided in accordance with the parties' ICA;

(b) Find that Budget is liable to AT&T Kentucky for all amounts wrongfully withheld by it, including late payment charges and interest; and

(c) Grant such additional relief as the Commission deems just and proper.

Respectfully submitted,


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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, LLC d/b/a
AT&T KENTUCKY

CERTIFICATE OF SERVICE – PSC 2012-00392

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof via U.S. Mail, this 14th day of September 2012.

Katherine K. Yunker
John B. Park
Yunker & Park PLC
P. O. Box 21784
Lexington, KY 40522-1784


Mary K. Keyer

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