



STOLL·KEENON·OGDEN

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JUL $1\ 3\ 2006$

PUBLIC SERVICE COMMISSION

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July 12, 2006

Elizabeth O'Donnell Kentucky Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, Kentucky 40601

RE: Case No. 2005-00186 – Responses of Verizon Long Distance Affiliates to the Attorney General's Supplemental Requests for Information

Dear Ms. O'Donnell:

Enclosed please find an original and ten copies of the Responses of Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance and NYNEX Long Distance Company, d/b/a Verizon Enterprise Solutions to the Attorney General's Supplemental Requests for Information.

Please indicate receipt of this filing by your office by placing your file stamp on the extra copy and returning to me via the enclosed, self-addressed stamped envelope.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent



COMMONWEALTH OF KENTUCKY

JUL 1 3 2006

BEFORE THE PUBLIC SERVICE COMMISSION

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)	

RESPONSES OF BELL ATLANTIC COMMUNICATIONS, INC. d/b/a VERIZON LONG DISTANCE AND NYNEX LONG DISTANCE COMPANY d/b/a VERIZON ENTERPRISE SOLUTIONS TO THE ATTORNEY GENERAL'S SUPPLEMENTAL REQUESTS FOR INFORMATION

Bell Atlantic Communications, Inc., d/b/a Verizon Long Distance and NYNEX Long Distance Company, d/b/a Verizon Enterprise Solutions (collectively, "Verizon Long Distance Affiliates") provide the following responses to the Attorney General's supplemental data requests.

REQUEST NO. 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 / enclose copies of same.

RESPONSE:

Tariff reference:	Modification after July 28, 2005	
Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance		
Plan K Service – Unlimited – KY PSC Tariff No. 2, Section 3.6.9	8/20/05 - Change to referenced default plan name (2 nd Revised Page 37.0.5)	
	7/1/06 - Increase Monthly Recurring Charge (4 th Revised Page 37.0.6)	
Plan N Service – Unlimited – KY PSC Tariff No. 2, Section 3.6.11	8/20/05 - Change to referenced default plan name (1st Revised Page 37.0.11)	
	7/1/06 – Increase Monthly Recurring Charge (1 st Revised Page 37.0.12)	
Plan O Service – Unlimited – KY PSC Tariff No. 2, Section 3.6.13	Plan O Service – Unlimited added November 26, 2005 (Original Pages 37.0.14 through 37.0.17)	
Business Unlimited Long Distance Service – KY PSC Tariff No. 2, Section 3.7.5	No change	
NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions		
Business Unlimited Long Distance Service – KY PSC Tariff No 3, Section 3.10	No change	

REQUEST NO. 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 term "unlimited" refers to domestic, direct-dialed minutes of use for voice, subject to the terms and conditions of the tariff.

REQUEST NO. 3: With regard to any such plans, state:

a. whether the tariff indicates 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 in the plan;

RESPONSE: The residential unlimited plan tariffs indicate that if the customer uses substantially more than average residential use, the Company may, after providing notice by telephone or letter, suspend, restrict, or cancel the unlimited service, or adjust the charges to another tariffed service offering (i.e., Plan F Service ([30 Minute Allotment]). The business unlimited plan tariffs do not set a limit on the number of voice minutes included in the plan.

b. the nature of the penalty;

RESPONSE: For residential plans, *see* Response 3. a. For business plans, the tariffs specify that the plans can only be used for voice and that use of the service for non-voice applications entitles the company to suspend, restrict, cancel service or adjust charges to match the rates for one of the measured services listed in Section 3.7.5.C (Verizon Long Distance) or 3.10.3 (Verizon Enterprise Solutions), such as FirmRate Plus, FirmRate Advantage, or FlexDistance.

c. whether the penalty has ever been imposed;

RESPONSE: No penalty has ever been imposed in Kentucky.

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: The companies do not market the unlimited plans in Kentucky. However, if the companies were to market the plans in Kentucky, they would provide customers with notice of the plan limitations in advertising, marketing and in the Welcome Package sent to the customer that confirm the customer's order. *See, e.g.*, Verizon Long Distance KY Tariff No. 2, Section 3.6.9.C.

Conditions of service are set forth in the plan tariffs. See below.

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance KY Tariff No. 2:

Section 3.6.9.C - Plan K Service - Unlimited, Limitations of Service

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

Section 3.6.11 Plan N Service - Unlimited, Limitations of Service

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may immediately suspend restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

3.6.13 Plan O Service – Unlimited, Limitations of Service

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for non-residential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may immediately suspend restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of

non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

Section 3.7.5 - Business Unlimited Long Distance Service, Limitations of Service

This service may only be used for voice applications and may not be used for the transmission of data, for internet connections, or for any other non-voice application. This service may also not be used for resale or autodialing. If the Customer uses this service for any non-eligible purpose, as described above, the Company may immediately suspend, restrict or cancel the service pursuant to this tariff. The Company may also adjust the charges to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan, as a result of the Customer's use of the service for non-eligible uses as set forth herein. The Company will notify the Customer if it appears upon review of the usage patterns that a potential misuse of the service is occurring. In such event, the Customer will be offered an opportunity to explain any apparent misuse of service prior to implementation of corrective measures described herein.

NYNEX Long Distance Company KY Tariff No. 2

3.10.3 - Business Unlimited Long Distance Service, Limitations of Service

This service may only be used for voice applications and may not be used for the transmission of data, for internet connections, or for any other non-voice application. This service may also not be used for resale or autodialing. If the Customer uses this service for any non-eligible purpose, including but not limited to the examples noted above, the Company may immediately suspend, restrict or cancel the service without advance notice. The Company may also adjust the charges to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan as a result of the Customer's use of the service for non-eligible uses as set forth herein.

Respectfully submitted,

Douglas F. Brent

STOLL KEENON OGDEN PLLC

2000 PNC Plaza

500 West Jefferson Street

Louisville, Kentucky 40202

(502) 568-5734

COUNSEL FOR VERIZON LONG DISTANCE AFFILIATES

CERTIFICATE OF SERVICE

A copy of the foregoing was served this 12th day of July, 2006 first class, United States mail, postage prepaid, upon Dennis G. Howard, II, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY 40601-8204.

Douglas F. Brent

Administrative Case No. 2005-00186; Verizon Long Distance Affiliates Responses to Attorney General's Supplemental Data Requests

Exhibit I - Referenced Tariff Pages See Attached File of Tariff Pages

3.6 Optional Residential Services, (Cont'd.)

3.6.9 Plan K Service - Unlimited, (cont'd.)

C. Limitations of Service

The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying service package or whose service is refused, canceled, or discontinued by the Company under this tariff or by the local exchange carrier shall forfeit eligibility for rates under this plan.

The Customer who forfeits eligibility for Plan K Service - Unlimited and remains presubscribed to the Company's service will default to Plan F Service (30 Minute Allotment) rates described in Section 3.6.8 of this tariff, unless the Customer selects another Optional Residential Service.

(T) (T)

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for nonresidential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

(T)

The Customer who subscribes to Plan K Service - Unlimited is not eligible to participate in any free minutes promotions.

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This calling plan is only offered where billing and system capability exists.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> 8/20/2005 PURSTLANTE: TO A BOT SKAR, 20001 SECTION 9 (1)

Issued: August 15, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a V 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

Executive Director_{kyo0509}

3.6 Optional Residential Services, (Cont'd.)

3.6.9 Plan K Service - Unlimited, (cont'd.)

D. Rates and Charges

1. Application of Charges

A Monthly Recurring (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Plan K Service - Unlimited. The MRC applies in full each month for each line, beginning with the first full month's bill. In the case of first and last month partial billing cycles the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC as specified below (excluding minutes used for Travel Card, Toll Free Service, Operator Assisted calls and Directory Assistance calls).

2. Monthly Recurring Charge

Interstate and international services are provided in accordance with the corresponding interstate and international rate schedules. When service is used for both interstate and intrastate calling, the MRC specified below applies only once.

Monthly Recurring Charge

\$17.04

(I)

Issued: June 26, 2006

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a Veri 1320 N. Courthouse Road, 9th Floor By

Arlington, Virginia 22201

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7/1/2006

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Veri By

Executive Directory 00606

Optional Residential Services, (Cont'd.) 3.6

3.6.11 Plan N Service - Unlimited, (cont'd.)

C. Limitations of Service

The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying local service package or whose service is refused, canceled, or discontinued by the Company under this tariff or by the local exchange carrier shall forfeit eligibility for rates under this plan. The Customer who forfeits eligibility for Plan N Service - Unlimited and remains presubscribed to the Company's service will default to Plan F Service (30 Minute Allotment) rates described in Section 3.6.8 of this tariff, unless the Customer selects another Optional Residential Service.

(T) (T)

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for nonresidential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may immediately suspend restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

(T)

The Customer who subscribes to Plan N Service - Unlimited is not eligible to participate in any domestic free minutes promotions.

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This calling plan is only offered where billing and system capability exists.

The Customer who subscribes to Plan N Service - Unlimited may select any International Option, except International Harpky Strict Strict COMMISSION (

OF KENTUCKY **EFFECTIVE** 8/20/2005

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Issued: August 15, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

Executive Directorkyo0509

3.6 Optional Residential Services, (Cont'd.)

3.6.11 Plan N Service - Unlimited, (cont'd.)

D. Rates and Charges

1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to Plan N Service - Unlimited. The MRC applies in full each month for each line except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC (excluding minutes used for international, Travel Card, Toll Free Service, Operator Assisted calls and Directory Assistance calls).

2. Monthly Recurring Charge

When service is used for both interstate and intrastate calling, the MRC applies only once.

Monthly Recurring Charge

\$16.99

(I)

Issued: June 26, 2006

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

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Executive Director 00606

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Optional Residential Services, (Cont'd.)

3.6.13 Plan O Service - Unlimited

A. General Description

Plan O Service - Unlimited is an optional calling plan offered for outbound direct-dialed interLATA interexchange switched voice calling to Residential Customers who also subscribe to a qualifying local service package as described in "Qualifying Local Service" below.

Plan O Service – Unlimited is available 24 hours a day, seven days a week for all interLATA interexchange direct dialed outbound calling. This unlimited plan utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible for this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to a qualifying local service package.

This plan offers unlimited minutes of calling during all time of day rate periods for direct dialed 1+ interLATA interexchange domestic voice calls, including the following U.S. territories: Guam, Puerto Rico, Northern Mariana Islands and U.S. Virgin Islands. Minutes used for international, Operator Assisted Calling, Travel Card, Toll Free Service and Directory Assistance are excluded.

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11/26/2005

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Issued: November 21, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

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Executive Director_{kyo0512}

3.6 Optional Residential Services, (Cont'd.)

3.6.13 Plan O Service – Unlimited, (cont'd.)

(N)

B. Qualifying Local Service

The qualifying local services are optional residential service packages or billing arrangements that provide the Customer with a combination of basic local service and unlimited intraLATA toll service for one monthly charge. The Customer must subscribe to one of the following qualifying package types:

Type 1 Package

- a. individual flat or basic message rate local service with touch tone,
- b. unlimited intraLATA toll calling,
- c. waiver of applicable service connection charges, and
- d. a choice of up to three calling features, subject to availability, from the list provided below:

caller ID
call waiting
home voice mail with fixed call forwarding

2. Type 2 Package

- a. individual flat or basic message rate local service with touch tone,
- b. unlimited intraLATA toll calling, and
- c. waiver of applicable service connection charges

The Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she subscribes to a qualifying local service package.

(N)

Issued: November 21, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

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11/26/2005

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Executive Director_{kvo0512}

3.6 Optional Residential Services, (Cont'd.)

3.6.13 Plan O Service – Unlimited, (cont'd.)

C. Limitations of Service

The Customer who discontinues or cancels the local exchange carrier's qualifying local service package or whose service is refused, canceled, or discontinued by the Company under this tariff or by the local exchange carrier shall forfeit eligibility for rates under this plan. The Customer who forfeits eligibility for Plan O Service - Unlimited and remains presubscribed to the Company's service will default to Plan F Service (30 Minute Allotment) rates described in Section 3.6.8 of this tariff, unless the Customer selects another Optional Residential Service.

This Plan is available for average residential Customer use. Average residential Customer use will be determined by the Company based on average minutes of use of the Plan by residential Customers served by the Company who subscribe to the Plan. Average residential Customer use will exclude use for non-residential purposes. If a Customer has substantially more than average residential Customer use, the Company may regard such use as non-residential use subject to the Company remedies set forth following. If the Customer uses the Plan for nonresidential voice calling purposes, including but not limited to commercial facsimile, resale, telemarketing, internet connections, or autodialing, the Company may immediately suspend restrict or cancel the Customer's service, subject to applicable notice requirements. After applicable notice, the Company may also adjust the charges to Plan F Service (30 Minute Allotment), as a result of non-residential use. The "applicable notice requirements" referenced above shall be satisfied through a written notification of these provisions in the Welcome Package sent to Customer upon Customer's ordering of service. The Customer will also be notified by telephone or by letter before the Company suspends, restricts, or cancels the Customer's service, or adjusts the charges to Plan F Service (30 Minute Allotment) rates because of nonconforming use as described above.

The Customer who subscribes to Plan O Service - Unlimited is not eligible to participate in any domestic free minutes promotions.

This calling plan is only offered where billing and system capability exists.

(N)

(N)

Issued: November 21, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a Veriz 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

11/26/2005

PUBLICATION 9 (1)

Executive Director_{kyo0512}

3.6 Optional Residential Services, (Cont'd.)

3.6.13 Plan O Service - Unlimited, (cont'd.)

D. Rates and Charges

1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to Plan O Service - Unlimited. The MRC applies in full each month for each line except in the case of the first and last month partial billing cycles where the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle. Unlimited interLATA interexchange calling is included in the MRC (excluding minutes used for international, Travel Card, Toll Free Service, Operator Assisted calls and Directory Assistance calls).

2. Monthly Recurring Charge

When service is used for both interstate and intrastate calling, the MRC applies only once.

Monthly Recurring Charge

\$12.95

(N)

(N)

Issued: November 21, 2005

Issued By:

John Broten, President

Bell Atlantic Communications, Inc. d/b/a V 1320 N. Courthouse Road, 9th Floor

Arlington, Virginia 22201

PUBLIC SERVICE COMMISSION OF KENTUCKY

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