

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

WORKING ASSETS FUNDING SERVICE, INC.,)
D/B/A WORKING ASSETS LONG DISTANCE)
) CASE NO. 93-172
)
_____)
)
ALLEGED VIOLATIONS OF KRS 278.020 AND KRS)
278.160)

O R D E R

On May 11, 1993, the Commission initiated this show cause proceeding against Working Assets Funding Service, Inc., d/b/a Working Assets Long Distance ("Working Assets") upon finding a probable violation of KRS 278.020 and KRS 278.160. The probable violation arose from the utility having billed Kentucky customers \$7,665 for service rendered prior to the utility's receipt of a Certificate of Convenience and Necessity to operate as a reseller of interexchange telecommunications service.

Upon receipt of our show cause Order, Working Assets proposed a Settlement Agreement which includes the following salient points:

1. Within 30 days, Working Assets will provide a list of names and addresses of all Kentucky customers who will receive either a refund or bill credit.

2. All refunds and bill credits will be completed within 90 days.

3. Working Assets agrees to pay a civil penalty in the amount of \$100.

In determining whether the results of the Settlement Agreement are in the public interest and are reasonable, the Commission has taken into consideration the comprehensive nature of the Settlement Agreement and the amount of the penalty to be paid. Based on the evidence of record and being advised, the Commission hereby finds that the Settlement Agreement is in accordance with the law and does not violate any regulatory principal. The Settlement Agreement is the product of serious arms-length negotiations among capable, knowledgeable participants, is in the public interest and results in a reasonable resolution of all issues and charges pending in this case.

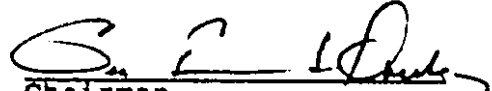
IT IS THEREFORE ORDERED that:

1. The Settlement Agreement, attached hereto and incorporated herein as Appendix A, be and it hereby is adopted and approved in its entirety as a complete resolution of all issues and charges in this case.

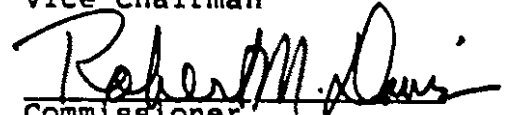
2. Working Assets shall pay \$100 as a civil penalty within 30 days of the date of this Order by certified check or money order made payable to the Kentucky State Treasurer and mailed to the Office of General Counsel, Public Service Commission, P. O. Box 615, Frankfort, Kentucky 40602.

Done at Frankfort, Kentucky, this 10th day of June, 1993.


PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION
IN CASE NO. 93-172 DATED June 10, 1993

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

WORKING ASSETS FUNDING)	
SERVICE, INC., d/b/a)	
WORKING ASSETS LONG DISTANCE)	
)	CASE NO. 93-172
)	
<u>ALLEGED VIOLATION OF</u>)	
KRS 278.020 AND KRS 278.160)	

SETTLEMENT AGREEMENT

• • • • •

WHEREAS, on May 11, 1993, the Public Service Commission (the "Commission") issued an Order requiring Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance ("Working Assets") to appear before the Commission on June 15, 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 KRS 278.160,

WHEREAS, Working Assets has requested that the Commission provide Working Assets the opportunity to propose a settlement of the issues, and

WHEREAS, Working Assets and Commission staff (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, Working Assets admits no willful violation of KRS 278.020 and KRS 278.160. Working Assets agrees that this Agreement represents the most judicious method by which to resolve this case and agrees to take the steps outlined herein.

2. Working Assets shall pay a penalty in the amount of \$100. 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 (the "Order").

3. Working Assets shall begin making refund payments or credits upon issuance of the Order to all customers for all charges billed by Working Assets for intrastate telecommunications service until such time as Working Assets is authorized to provide intrastate services. Within ninety (90) days of commencing to make refund payments or credits, Working Assets shall have completed the crediting and refunding.

4. Within thirty (30) days from the date of the Order, Working Assets shall provide a list of the names and addresses of customers entitled to receive a refund or credit pursuant to this Agreement to the Commission. Working Assets shall indicate the manner and time of repayment, either by refund or credit. Credit against future services provided by Working Assets when authorized to provide intrastate services is an appropriate remedy under this Agreement. Thereafter, Working Assets shall provide monthly reports to the Commission in performing its obligations under this Settlement Agreement.

5. This Settlement Agreement is submitted for 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, Working Assets 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, Working Assets 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 manner 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:

Marie Alagia Cull
Marie Alagia Cull on behalf
of Working Assets

5-27-93
Date

Richard Raff
Richard Raff on behalf
of Commission Staff

May 28, 1913
Date