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BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

APR 05 2012

In the Matter of the Application of Lifeline)
Phone Service, Inc. for a Certificate of)
Convenience and Authority to Provide Local)
Exchange Telecommunications Service on a)
Resold Basis Within the State of Kansas)

by
State Corporation Commission
of Kansas

Docket No. 12-LLPT-714-COC

MOTION OF LIFELINE PHONE SERVICE, INC. FOR EXPEDITED
ADJUDICATION OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND AUTHORITY

Lifeline Phone Service, Inc. (Applicant) hereby moves the Kansas Corporation
Commission for an expedited adjudication of Applicant's Application for a Certificate of
Convenience and Authority. In support of this motion the following is stated:

1. Applicant, by agreement with Connect I.T., had been servicing customers in the
Wichita area since September 2009. (See Attachment No. 1.)
2. In March 2012, Connect I.T. converted Applicant's customers to Connect I.T. end
users, issuing notices to these customers to begin remitting payment to Connect
I.T. (See Affidavit of Rick Laham, Attachment No. 2)
3. At this time, Connect I.T. is collecting payments from Kansas customers while
incurring only minimal expense, as Applicant has continued to provide many
services to the customer base. (See Affidavit of Rick Laham, Attachment No. 2)
4. The conversion of Applicant's subscribers has resulted in numerous complaints
being made with Connect I.T. and the Kansas Corporation Commission. (See
Affidavit of Rick Laham, Attachment No. 2)
5. On or about March 30, 2012, the Applicant was informed that the Kansas
Corporation Commission may suspend Connect I.T.'s license leaving

approximately 2000 of Kansas most vulnerable Lifeline Recipients without critical Lifeline service. (See Affidavit of Rick Laham, Attachment No. 2)

6. Based on the foregoing, Applicant requests the present application be expedited in an effort to protect approximately 2000 low income Kansas families from losing critical telephone services in the event Connect I.T. should be unable to continue its operations.
7. It is therefore the Applicant's position that the adjudication of the present application should be expedited to protect approximately 2000 low income families from experiencing the possible disruption of, or losing, critical telephone services. The approval of this application not only ensures the security of this base of 2000 Low Income Kansans, but would also further the mandates set forth in the Telecommunication Act of 1996 to foster competition of telecommunication services for the good of all Kansans. In the alternative, Applicant requests the issuance of provisional certificates that would allow Lifeline Phone Service, Inc. to provide telephone service during the adjudication of the present application for a certificate of convenience and authority.

Respectfully submitted,

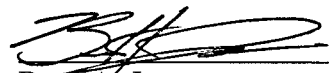


Brett A. Jarmer, No. 23283
Kauffman & Eye
123 S.E. 6th Avenue, Suite 200
Topeka, KS66603
(785) 234-4040
(785) 234-4260 fax
Attorney for Applicant
Lifeline Phone Service, Inc.

State of Kansas)
)
County of Shawnee)

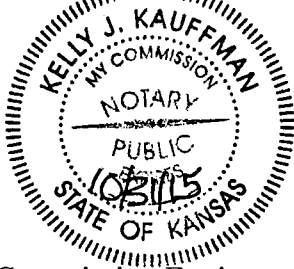
ss

I, Brett A. Jarmer, being duly sworn, deposes and states that I am the Attorney for Applicant, Lifeline Phone Services, Inc., in this proceeding; that I have read the above and foregoing Application, that the allegations therein contained are true and correct to the best of my knowledge, information and belief; and that I am authorized to verify the foregoing motion by the above said Applicant.



Brett A. Jarmer
Attorney for Lifeline Phone Service, Inc.

Subscribed and sworn to before me this 4th day of April, 2012.






Notary Public

My Commission Expires: 10-31-2015

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of April, 2012 an original and seven copies of this MOTION OF LIFELINE PHONE SERVICE, INC. FOR EXPEDITED ADJUDICATION OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND AUTHORITY were hand delivered to Patti Petersen-Klein, Executive Director, Kansas Corporation Commission, 1500 S.W. Arrowhead Road, Topeka, Kansas 66604.


Brett A. Jarmer

AGREEMENT TO PROVIDE WHOLESALE CLEC SERVICES

The parties to this agreement are

Edrick MC
a Kansas Corporation, LLC, Partnership, Sole owner, hereinafter Referred to as "Customer", whose address and other information is on the last page of this document, and Connect Insured Telephone, Inc, d/b/a Connect I.T., a Texas Corporation, known hereinafter as "CLEC", whose address is: 21175 Tomball Parkway Ste.413, Houston, TX 77070. This agreement supersedes all previous agreements offered to Customer by the CLEC.

CLEC is a business holding a Certificate of Authority to provide Competitive Local Exchange Telephone Services within the State of Texas, and the state of Kansas, and Interconnection Agreement(s) with ATT, an Incumbent Local Exchange Carrier, known as an ILEC.

Customer desires to purchase local telephone exchange services from CLEC within ILEC Served Telephone Exchanges, for the purpose of obtaining local telephone numbers that Customer can resell to their subscribers, and for the purpose of collecting Carrier Access billing Revenues through the funds received by the CLEC.

In consideration of the above, and intending to be legally bound, the parties agree as follows:

Upon execution of this agreement by all parties, the parties shall take all necessary steps to enable the Customer to provision local telephone exchange services.

Upon execution of this agreement by all parties, the parties shall take all necessary steps to enable the Customer to provision local telephone exchange services, as follows:

1. Customer will pay CLEC for business telephone service at CLEC's rates from the ILEC, plus \$.30 per month, or for any portion of a month based on all telephone numbers billed by AT&T on their detailed billing for each customer's lines associated with the Billing Access Number assigned by CLEC to the Customer for the first 6 months of the contract and \$.60 for the remainder of this 1 year contract. Along with the fee rates stated here are monthly caps. For the duration of this 1 year contract there is a minimum amount due per month of \$1500.00 and a maximum of \$4500.00 per month. All disputed charges will be paid also, prior to the due date on the invoice from CLEC.

2. Customer will make every attempt to pay the ILEC directly in a timely manner. Should customer fail to make any payment in a timely manner on an invoice from the ILEC and provisioning privileges are revoked from the ILEC, the customer base, along with all funds held and owed to CLEC may immediately become the property of the CLEC. This same policy shall apply to all state and federal tax and regulatory agencies to which customer is fully responsible for all, including all required reports to agencies.
3. Customer will be responsible to obtain and pay for all services not provided by AT&T for their End Users, and to pay for such services directly to all providers of such services, such as Long Distance Services, Respong Services, Voice Mail Services, Taxing Services, and Billing Services that are necessary to offer retail services to their subscribers. CLEC reserves the "right of access" to all providers.
4. Customer will RETAIN all End User Customer Line Fees and Primary Interexchange Carrier Fees collected from their subscribers minus any fees due CLEC.
5. Unless and until the Customer receives Facilities Based CLEC Authority from the governing regulatory authority, and supplies a copy of such authority to Connect IT, ALL Advertising and ALL End User Agreements must clearly state, verbatim, "Agent Of Connect IT". All advertising must first be reviewed and approved by Connect IT before it can be distributed.
6. Customer shall comply with all provisions, rules and regulations imposed on CLEC by the Federal Communications Commission the State Regulators, especially as they relate to CLEC's Service Provider Certificate of Operating Authority, and all local, state, and federal governing entities. Customer shall comply with all terms and conditions that CLEC is required to comply with under the ILEC Agreements. Failure to comply with these regulations shall be cause for immediate termination of this contract by CLEC.
7. Customer shall pay all costs, expenses, fines, fees and penalties incurred by CLEC as the result of any acts or omissions by Customer that fail to comply with regulatory and contractual provisions, directly to CLEC and shall indemnify CLEC for any damages incurred as a result of such noncompliance.
8. The term of this Agreement is for an initial (12) month period, which begins on the Execution Date of this agreement. After the initial 12 month period, the contract will expire. Either party may terminate by providing 60 days notice, prior to the end of the initial or any renewal period. Upon termination of the agreement, it will be the Customer's responsibility to convert all of their End Users to their own account within ten (10) business days. Any accounts not converted or disconnected within ten (10) business days will become an End User of Connect I.T., and will be billed for services, in advance, by Connect I.T.

9. Upon breach of this contract or noncompliance by either party, the damaged party has the right to immediate termination, and a settlement of all funds due to both parties will be reached within thirty days.
10. Customer will indemnify and hold CLEC harmless from all liabilities and claims that relate to an obligation incurred or decision made or action taken after the Execution Date of this Agreement.
11. Carrier Access Billing Revenue (CABS), will be billed by Customer. CLEC shall be granted access to the CABS agent doing the billing including any necessary IDs and/or passwords etc.. CLEC is to collect 5% of the CABS revenue collected after "collection" fees owed CABS agent. Customer will send payment to CLEC within 30 days of the due date of the prior month's CABS billing. CLEC also reserves the right to any and all supporting documentation from the CABS agent of revenues collected and owed. Customer has no rights to any CABS revenue generated by a previous customer unless specifically expressed.
12. This contract is transferable with the expressed, written consent of the CLEC. Consent must be obtained from CLEC prior to the event for this contract to be deemed transferred.
13. In return for any extra credits earned and/or any additional customer base acquired as a result of contracting with CLEC, customer agrees to bring all of CLECs affairs current and maintain CLECs affairs per this contract.

14. NONDISCLOSURE

- 14.1. The Parties' relationship may include the disclosure of trade secrets and other highly confidential and/or proprietary information and data by the Parties. This section sets out terms governing the confidentiality of certain information one party ("Informant") may disclose to the other party ("Recipient"). As used in this section, the term "Recipient" includes any of the Recipient's employees or agents.
- 14.2. "Confidential Information" means all information of Informant or another party whose information Informant has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase, and use of services, which is disclosed by Informant or its affiliates to Recipient or its affiliates indicating its confidential and proprietary nature and marked confidential or proprietary. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party. The information, if in tangible form, shall be marked prominently with a legend

identifying it as confidential. If the information is oral, then it shall be presumed by the Recipient to be confidential. Notwithstanding the foregoing, Confidential Information shall not include any information of Informant that (a) was in the public domain at the time of the disclosing party's communications thereof to the receiving party; (b) entered the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication thereof to the receiving party; (c) was in the receiving party's possession free of any obligation of confidence at the time of disclosure by the other party; or (d) was disclosed to the receiving party by a nonparty source, free of any obligation of confidence, after disclosure by the party; or (e) was developed by employees or agents of the receiving party independently and without reference to any of the Confidential Information that the disclosing party has provided to the receiving party.

14.3. All Confidential Information in whatever form (including, without limitation, information in computer software or held in electronic storage media) shall be and remain property of Informant. All such Confidential Information shall be returned to Informant promptly upon written request and shall not be retained in any form by Recipient.

14.4. Recipient shall not disclose any Confidential Information to any person or entity except employees, agents, or affiliates of Recipient who have a need to know (collectively "Representatives") and who have been informed or and agree to abide by Recipient's obligations under this Agreement. Each such Representative shall also be informed that by accepting such access, he thereby agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the Recipient agrees to be and remain

agree to
Information
response to subpoena
competent jurisdiction
subpoena or order
Recipient shall immediately, and no later than five (5) days after receipt, notify Informant in writing of the rights and obligations under this Paragraph 4.04 shall survive the expiration or termination of any contract or other agreement between Informant and Recipient. The obligations of the Parties under this Paragraph 4.04 shall continue and survive and shall remain binding for a period of two (2) years from the expiration of the Agreement or any renewal of this Agreement, as the case may be.

14.5. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, Informant may seek any and all relief available in law or equity as a remedy for such breach, including but not limited to, monetary damages, specific performance, and injunctive relief. The Parties acknowledge that Confidential Information is valuable and unique and that

disclosure will result in irreparable injury to Informant. In the event of any breach of this Agreement for which legal or equitable relief is sought, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

- 14.6. This Agreement and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase, or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, trade name, service mark, copyright, or other intellectual property.
15. This Agreement will be governed by the laws of the State Texas, in Harris County, Texas.
16. If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.
17. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by strike, riots, fire, flood, explosion, act of God, or other causes beyond its reasonable control; provided that due diligence is exercised to cure such cause and resume performance.
18. The written provisions of this agreement constitute the entire agreement between the parties. No implied agreements between the parties exist and any prior oral or written communications or understandings between the parties are null and void and are superseded by this agreement.
19. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
20. The Execution Date of this Agreement shall be the date upon which all parties have signed this Agreement.
21. Any notices required to be provided herein shall be sent by overnight delivery, as well as by facsimile transmittal, to the parties at the following locations:

Edrick Inc

Connect Insured Telephone, Inc.

Customer's Legal Company Name

A Texas Corporation

Rich Lakoff for Edrick

Signature

Troy Guillett

President

Title

CEO

Owner

Printed Name

Troy Guillett

9/5/09

Date

9.7.2009

2405 E Pawnee

Address

21175 Tomball Pkwy Ste 413

Wichita KS 67211

City, ST & Zip

Houston, TX 77070

316 6858102

Fax Number

281-655-0366

ricklakoff@aol.com

Email

connecttroy@yahoo.com

316 409-5599

Telephone

832-731-4975

Edrick Inc

Connect Insured Telephone, Inc.

Customer's Legal Company Name

A Texas Corporation

Rick Laham for Edrick
Owner

Signature

Troy Guillett

Title

CEO

RICK Laham

Printed Name

Troy Guillett

9/5/09

Date

9.7.2009

2405 E Pawnee

Address

21175 Tomball Pkwy Ste 413

Wichita KS 67211

City, ST & Zip

Houston, TX 77070

316 6858102

Fax Number

281-655-0366

ricklaham@aol.com

Email

connecttroy@yahoo.com

316 409-5599

Telephone

832-731-4975

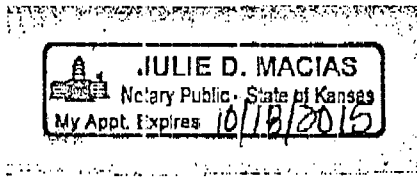
SWORN DECLARATION OF RICK LAHAM

1. My name is Rick Laham and this declaration is made under oath and is true and correct to the best of my knowledge.
2. I have been the owner/operator of a Competitive Local Exchange Carrier (CLEC), in Wichita, Kansas, since 2002 providing Lifeline service to over 50,000 Kansas Subscribers.
3. In 2009, I instituted an action before the KCC to relinquish my authority to provide telecommunications services in Kansas and requested the Commission to take all actions necessary to cease my certificates and close all dockets in which I was a participant.
4. In 2009, after relinquishing my certificates, I entered into an Agreement to Provide Wholesale CLEC Services (the Agreement) with Connect Insured Telephone, Inc. d/b/a Connect I.T., for the purchase of local telephone exchange services, for the purpose of obtaining local telephone numbers that could then be resold to my subscribers.
5. The parties operated under the Agreement until March 2012, at which time Connect I.T. converted my subscribers to Connect I.T. end users. At that time, all subscribers were sent notices from Connect I.T. to remit all payments to Connect I.T. in Texas as Connect IT does not have nor ever had a presence in Kansas.
6. Based on information and belief, the conversion of my subscribers has resulted in numerous complaints being made with Connect I.T. and the Kansas Corporation Commission.
7. Based on information and belief, due to the volume of complaints made against Connect I.T., the Kansas Corporation Commission may suspend Connect I.T.'s license leaving approximately 2000 of Kansas most vulnerable Lifeline Recipients without critical Lifeline service. A service I have provided for over a decade and am committed to continue to provide to this underserved and most needy segment of our Society.
8. As of today's date, I have no business relationship with Connect I.T. However my Staff and I, on a daily basis, continue helping the Subscribers with numerous issues, difficulties, and complaints against Connect I.T., as well as paying thousands of

dollars for multiple goods and services used, needed, and required by the Subscriber base.

Rick Laham
Rick Laham

Subscribed and sworn to before me this 4th day of April, 2012.



Julie D. Macias
Notary Public

My Commission Expires: 10/18/2015