



9669 Lackman Road
Lenexa, KS 66219

April 16, 2025

Aaron Bailey
Ashan Latif
Madison Hane
Kansas Corporation Commission
1500 Arrowhead Road
Topeka, KS 66604-4027

VIA U.S. Mail

Re: 25-EFNT-342-COM & 25-EFNT-343-COM; In the Matter of the Complaint Against Everfast Fiber Networks by Lakeview Village Inc.

To whom it May Concern:

On March 13, 2025, Everfast Fiber Networks first became aware that a complaint had been filed with the Commission against Everfast when Everfast received, via email, a link to the Order Making Prima Facie Determination and Consolidating Dockets. Everfast did not actually receive copies of the two underlying complaints until March 17, 2025.

Other than the number of telephone lines alleged to have been affected by the service outage, the two complaints appear to be identical. Everfast has investigated the allegations raised in both complaints as well as the requested remedies and provides its response to each in the attached document.

Best regards,

Peter Lynch
Interim General Counsel

Attachments

cc: Scott Randall
CEO

Kansas Corporation Commission
Office of Public Affairs and Consumer Protection

RESPONSE TO FORMAL COMPLAINTS

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

IN THE MATTER OF THE COMPLAINT AGAINST

Everfast Fiber Networks LLC,	§	
Respondent	§	
by	§	Docket No. 25-EFNT-342-COM
Lakeview Village, Inc.,	§	Docket No. 25-EFNT-343-COM
Complainant	§	

1. Everfast Fiber Networks, LLC, a Delaware limited liability company, files this unified response to the two Formal Complaints filed with the Kansas Corporation Commission by Complainant which were subsequently consolidated by the Commission into a single matter on March 13, 2025.
2. In complaint 25-EFNT-342-COM, Complainant alleges that telephone service to approximately 200 lines failed. In complaint 25-EFNT-343-COM, Complainant alleges that telephone service to approximately 665 lines failed.

Everfast Response: Everfast does not dispute Complainant's estimated number of affected lines in either complaint.

3. In both complaints, Complainant alleges that the telephone service outage began on or about February 1, 2025.

Everfast Response: Everfast first detected issues with one of its oldest switches in late January 2025, when it began to fail. That switch completely failed on January 31, 2025. Over the following days, Everfast replaced parts, ran numerous diagnostics, and engaged third party engineering firms, but was unable to restart the switch.

4. In both complaints, Complainant alleges that they were initially told that the issue would be resolved in 48-72 hours and later told that a network card had failed, and a replacement was being overnighted for installation and that redundancy did not exist

Everfast Response: The failure of switches located in the Central Office is extremely rare. The two modules that provided redundancy failed very close to each other. In the early days of the two module failures, before the full extent of the situation was known, Everfast was making its best estimate of the time it would take to restore service. Typically, swapping cards does resolve most

issues within 72 hours. And Everfast did have new cards delivered overnight as part of its efforts to restore service. All this information Everfast relayed to Complainant.

5. In both complaints, Complainant alleges that most of its phone service was restored on or about February 21, 2025.

Everfast Response: Restoration of telephone service to the Complainant's high-rise buildings began on February 11, 2025, and services to those buildings were fully restored within the following two weeks. For the cottages, all tenants were contacted, and services were restored to all who replied that their service was out.

6. In both complaints, Complainant alleges that it continued to experience intermittent line outages after February 21, 2025.

Everfast Response: As of the date of this Response, the telephone service has been fully restored for all affected lines.

7. Complainant proposes three remedies:

- A. That Respondent has necessary equipment in place for redundancy should outages occur in the future.

Everfast Response: Everfast had redundancies in place but both failed. This is an extremely rare occurrence. Generally, Everfast agrees that redundancy is good business practice, and it follows this practice.

- B. That Respondent provide daily communication when an outage occurs.

Everfast Response: Should such an outage occur again, Everfast commits to promptly communicating with the Complainant and keeping Complainant informed on a regular basis as repairs to address the outage proceed.

- C. That Respondent provided a guaranteed level of service with 99.99% uptime on residential phone lines.

Everfast Response: Everfast is willing to provide a Service Level Agreement to Complainant with a 99.99% telephony service level. Everfast will contact Complainant to amend the current agreement to include such an SLA.

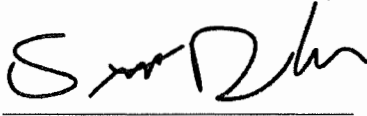
PRAYER

As of the date of this Response, all known issues with Complainant's telephone services have been resolved. Furthermore, Everfast has agreed to and already acted on each of Complainant's requested remedies. Therefore, Everfast requests that the Commission dismiss both 25-EFNT-342-COM and 25-EFNT-343-COM in their entirety. Alternatively, Everfast requests that the Commission find both matters to be moot for having failed to establish a *prima facie* case for Commission action since the telephone service at issue has been restored.

[SIGNATURE AND VERIFICATION APPEAR ON FOLLOWING PAGE]

Respectfully submitted,

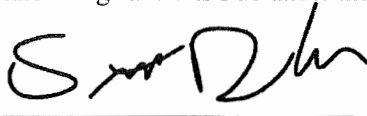
Everfast Fiber Networks LLC, Respondent



Scott Randall
CEO

Verification

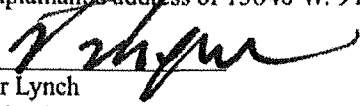
I do solemnly, sincerely and truly declare and affirm that all statements contained in Everfast's responses to each of the allegations contained in Complainant's complaint is true and correct, to the best of my knowledge and this I do under the pains and penalties of perjury, so help me God.



Scott Randall
CEO
Everfast Fiber Networks LLC, Respondent

CERTIFICATE OF SERVICE

I certify that on the 15th day of April, 2025, Mr. Heath Leuck and Ms. Pam Hermon, on behalf of Complainant, were served with a copy of the foregoing Response via email and via U.S. Mail at Complainant's address of 13840 W. 91st Terrace, Lenexa, KS 66215.


Peter Lynch
Interim General Counsel
Everfast Fiber Networks LLC