

Wendy Howell
Manager – VSO Customer Financial Services

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Via Overnight Mail

April 23, 2010

Legal Department Lightyear Network Solutions, LLC 1901 Eastpoint Parkway Louisville, KY 40223 RECEIVED

APR 23 2010

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Re: Notice of Payment Default and Imminent Disconnection of Wholesale Advantage Service - Pennsylvania

- 3\0200

To Whom It May Concern:

This letter serves as notice that Lightyear Network Solutions, LLC ("Lightyear") is in default of its bill payment obligations in Pennsylvania under its Wholesale Advantage Services Agreement (the "Agreement") with Verizon Services Corp., Verizon Pennsylvania Inc. and Verizon North Inc. (collectively "Verizon"). This payment default arises from Lightyear's failure to pay undisputed past due charges in the amount of \$12,271.33 for the services provided under the Agreement. Please see the attached chart for account information current as of April 22, 2010.

Pursuant to § 16 of the Agreement, Verizon has the right, upon 15 days written notice to Lightyear, to terminate its provision of service if Lightyear fails to make timely payment of undisputed amounts. However, the "Local Service Provider Abandonment Process" (the "Abandonment Process") set forth in Pennsylvania Code Title 52, Chapter 63, Subchapter N §§ 63.301 et seq. provides an extended notice period and other requirements with which Verizon will comply.

Verizon hereby sends this single notice of default and of termination pursuant to § 63.304(d) of the Abandonment Process. Lightyear must pay its undisputed past due balance of \$12,271.33 on or before May 10, 2010 or Verizon will suspend its acceptance and processing of all service orders to add or change service (except disconnects) on or after May 11, 2010. Moreover, if Lightyear still fails to pay this amount on or before June 9, 2010, then Verizon will terminate all services provided under the Agreement on or after June 10, 2010. Although Verizon has accepted Lightyear's check payments in the past, henceforth Verizon insists upon strict compliance with Section 13.2 of the Agreement, which requires Lightyear to render all payments electronically.

Moreover, under Section 17 of the Agreement, if Lightyear does not intend to cure its payment defaults, it is Lightyear's sole responsibility to notify its end users and any other parties required by applicable law of such service termination, at Lightyear's sole expense. Therefore, if Lightyear does not intend to cure its

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defaults, it must ensure that its customers are notified of imminent service disconnection so that they can select an alternate local service carrier.

Verizon reserves all of its rights to exercise any or all of its cumulative remedies, and will continue to exercise any and all available legal rights to collect payment for all services rendered and to limit its risk of accruing additional unpaid service charges. Please contact me immediately at the telephone number above to arrange payment in cure of this breach of payment obligations in Pennsylvania.

Sincerely,

Wendy Howell

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cc: James J. McNulty, Secretary Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2nd Floor Harrisburg, PA 17120

Bureau of Consumer Services Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120

Law Bureau Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120 Lightyear Network Solutions April 23, 2010 Page 3 of 3

## As of 4/22/2010

STATE	BAN	PAST DUE	DISPUTES	UNDISPUTED PAST DUE
PA	215Y430009314	38.40	0.00	38.40
PA	412Y430011313	10.07	0.00	10.07
	570Y430009314	(0.02)	0.00	(0.02)
PA	7171191144999	5,946.88	. 0.00	5,946.88
PA	7171191145999	6,276.18	0.00	6,276.18
PA	717Y430011307	(0.18)	0.00	(0.18)
	814Y430013307	0.00	0.00	0.00
TOTAL	<b>新京社、新京社会</b>	\$12,271.33	\$0.00	<b>*** \$12,271.33</b>

## **RECEIVED**

APR 23 2010

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU From: Origin ID: LWMA (617)743-2591

Judith Ronan Verizon 185 Franklin St 09, Room 900 Boston, MA 02110



| Ship Date: 23APR10 | ActWgt: 1 LB | CAD: 2873773/WBUS0200

Delivery Address Bar Code



BILL THIRD PARTY

SHIP TO: (617)743-2591

James J. McNulty Pennsylvania PUC 400 NORTH ST FL 2

HARRISBURG, PA 17120

Ref# PR9911056 Invoice#

PO# Dept#

TRK# 10201

7902 1096 9722

MON - 26APR A1 STANDARD OVERNIGHT

SH MDTA

17120 PA-US MDT



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