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Missouri Public Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Tariff Filing of Affinity Network, Inc.	))	Case No. ____________ Tariff NO. JX-2003-1288

MOTION TO SUSPEND TARIFF

COMES NOW, the Office of the Public Counsel, pursuant to Sections 386.250 and 329.200 RSMo (2000) and respectfully moves the Missouri Public Service Commission to suspend the above-designated tariff for a period of 90 days. This Motion is made for the following reasons:

1) Affinity Network, Inc. (Affinity) is a corporation holding a certificate to provide long-distance telecommunications service in the State of Missouri.

2) On December 30, 2002, Affinity issued proposed tariffs which were described in the cover letter as revisions that institute "a service promotion and provides term agreements for business plans."

3) The proposed tariffs contain an effective date of January 29, 2003.

4) A preliminary review of the proposed tariffs by the Office of the Public Counsel revealed a number of areas of concern. Those areas of concern include:

(a) The proposed term agreements that are linked with promotional offerings are not properly described within the specific promotion sections of the tariff, which is likely to lead to customer confusion.

(b) The proposed term agreements contain provisions that are not adequately defined, such as the conditions under which an account may be considered to be "in jeopardy" by the company.

(c) The "early termination" provisions create the potential for customers to be "double-charged" for the same service period.

(d) The "automatic renewal" provisions are not appropriate because customers are not asked to make an affirmative choice whether to continue a promotion for an additional period of time, and the penalty for failing to affirmatively refuse to re-subscribe is substantial.

(e) The proposed tariff fails to clearly define the interaction between a "locked in" interstate and intrastate rate and other tariff provisions in which the company may seek to increase its rates over time.

(f) Both the "freedom plan for Business Users" and the "One, Two, Three, every third invoice free" promotion contains no time period for which the promotion is to be in effect. In addition, the promotion requires the customer to affirmatively contact the company within a specific time frame in order to receive the benefit of the invoice credits. This procedure is potentially confusing and burdensome to customers, and is a provision which customers are likely to overlook unless sufficient information is provided to them in advance. Therefore, it is vitally important that the company provide all promotional materials to Public Counsel in order to determine whether the terms are clearly provided to the customer at the time of sign up.

(g) The proposed tariff filings both contain offers from this Company that demonstrated that the Company markets and seeks to provide plans that are the same or substantially similar, but under a variety of company and service plan names. This is unduly confusing to consumers and Public Counsel is aware that this Company has a history of implementing plans that are confusing to its customers.

(h) Other provisions also appear to violate Section 392.200 RSMo (2000) which prohibits discriminatory and preferential rates.

WHEREFORE, Public Counsel respectfully requests that the Commission suspend the tariffs filed in this matter for a period of 90 days so that Public Counsel can investigate whether authorizing the proposed tariffs would be detrimental to the public interest.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL

/s/ M. Ruth O'Neill

By: M. Ruth O'Neill

M. Ruth O'Neill (#49456)
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to the following this 7th day of January 2003:

General Counsel
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

William P. Wright
Executive Director
Corporate and Regulatory Affairs
Affinity Network, Incorporated
3660 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90010

/s/ M. Ruth O'Neill

M Ruth O'Neill

AFFINITY NETWORK

FILE COPY

December 27, 2002

VIA OVERNIGHT DELIVERY

The Honorable Dale Hardy Roberts
Secretary of Commission
Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102-0360

Re: Affinity Network, Incorporated
Tariff Revisions

Dear Secretary Roberts:

Enclosed for filing on behalf of Affinity Network, Incorporated ("ANI"), we hereby submit an original and fourteen (14) copies of tariff revisions for ANI's Missouri Tariff No. 3.

This revision institutes a service promotion and provides term agreements for business plans.

An additional copy of this letter and filing also is enclosed. Please date stamp the extra copy and return it in the enclosed prepaid envelope. Should there be any questions with respect to this matter, please contact me at 1-702-547-8432.

Respectfully Submitted,

William P. Wright
Executive Director, Corporate and Regulatory Affairs

Cc: Office of Public Counsel

3660 Wilshire Boulevard, 4th Floor • Los Angeles, California 90010
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments

A. **Termination Charges** - Discontinuance Before Expiration. Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.

B. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.

C. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments (Cont'd)

D. **1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.

E. **Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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SECTION 4 - RATES (Cont'd)

4.2 Freedom Plan For Business Users (Cont'd)

4.2.11 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6^{th}, 9^{th}, 12^{th}, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 9 - HorizonOne Communications Plan (Cont'd)

9.1 HorizonOne Communications Plan (Cont'd)

9.1.6 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6^{th}, 9^{th}, 12^{th}, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 10 - QUANTUMLINK COMMUNICATIONS (Cont'd)

10.4 Customer Credit Programs (Cont'd)

10.4.2 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6^{th}, 9^{th}, 12^{th}, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.