



Ms. Betty McCauley, Commission Secretary Public Utilities Commission of Ohio

RE:

Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications

P.U.C.O. Tariff No. 1

Case No. 17-1268-TP-ATA; 90-6422-TP-TRF

Dear Ms. McCauley:

Enclosed for filing please find the original of the above referenced tariff filing submitted on behalf of Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications. The purpose of this filing is to submit a final tariff in the above mentioned Case and TRF numbers. The Company respectfully requests an effective date for this filing of August 18, 2017.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon R. Warren

Sharon R. Warren

Consultant to Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications

cc:

Rafael Quinto (Via Email) - Legacy

tms:

OHn1702

Enclosures SW/mp

INSTITUTIONAL TELECOMMUNICATIONS TARIFF

of

Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications

This tariff contains the terms and conditions, service descriptions, rates and fees applicable to the furnishing of institutional operator services provided by Legacy Long Distance International, Inc. dba Legacy Inmate Communications within the State of Ohio.

This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision	Page	Revision
Title	Original	*				
1	Original	*				
2	Original	*				
3	Original	*				
4	Original	*				
5	Original	*				
6	Original	*				
7	Original	*				
8	Original	*				
9	Original	*				
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^{* -} indicates those pages includes with this filing

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APPLICATION OF TARIFF

This tariff filed by the Company describes the terms and conditions, service descriptions, rates and fees applicable to the provision of institutional operator assisted telecommunications services furnished within the state of Ohio by Legacy Long Distance International, Inc. dba Legacy Inmate Communications.

SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (L) To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) To signify a correction or reissued matter.

TARIFF FORMAT

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- **C. Paragraph Numbering Sequence** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Legacy designated switching center or point of presence.

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Automated Collect Call – A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a live operator.

Called Party – The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

Collect Billing – A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - The Public Utilities Commission of Ohio.

Company or Carrier - Legacy Long Distance International, Inc. dba Legacy Inmate Communications ("Legacy") unless otherwise clearly indicated by the context.

Correctional Institution or Institution – Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions which contract with Legacy for the provision of service for use by their Inmate population.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Facility – Prisons, jails, penal facilities or other confinement/detention facilities which contract with the Company for service for use by their Inmate population.

Inmates – The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates' charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post-conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

LATA – Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company.

Legacy - Used throughout this Tariff to refer to Legacy Long Distance International, Inc. dba Legacy Inmate Communications ("Legacy").

Prepaid Account - Debit and Prepaid Collect Accounts, collectively.

Prepaid Collect Account – A pre-paid account used by Called Parties to pay for and receive secure calls from inmates.

Prepaid Collect Call – A call using the institutional telecommunications services that is paid for by the Called Party using a Prepaid Collect Account.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

PUCO - Public Utilities Commission of Ohio.

Subscriber – The Correctional or Confinement Institution with which Legacy contracts, directly or indirectly, to provide telephone calling services.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish secure institutional operator services originating at Correctional Facilities and terminating within the state of Ohio. The Company's services are available 24 hours per day, 7 days per week, 365 days per year.
- **2.1.2** The Company provides for the installation, operation and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff.
- 2.1.3 The Company's services will be offered in compliance with all Commission rules and regulations.

2.2 Limitations of Service

- 2.2.1 The Company provides calling services to Inmates of confinement/correctional institutions.
- 2.2.2 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.5 Service may otherwise be limited at the request of the Facility's administration or by rules of the Commission to decrease fraud and maintain security and control over the Inmate population.

2.3 Liability of the Company

- 2.3.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.3.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.3.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.3.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

2.4 Taxes

2.4.1 For Collect calls billed by the LEC, state and local taxes are listed separately and are not included in quoted rates. For Prepaid accounts, applicable taxes are not included in quoted rates but are available upon request and, with online purchases, displayed if selected. For Debit accounts, taxes are not known at the time of purchase since call destinations are not known. Taxes include state sales and use, county, municipal, utility and/or license taxes which vary.

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Customer is responsible for payment of all charges for services furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service.
- B. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- C. A delinquent account may subject the Customer's service to temporary suspension.
- **D.** Customers who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

2.5 Billing and Payment for Service (Cont'd.)

2.5.2 **Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished by the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.5.3 **Billing Dispute**

- Any objections to billed charges must be reported to the Company or its billing A. agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- Customers may contact the Company's business office at the following toll-free В. number: 1-800-577-5534, or in writing at Legacy Long Distance International, Inc. d/b/a Legacy Inmate Communications, 10833 Valley View Street, #150, Cypress, CA 90630.
- C. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Public Utilities Commission of Ohio

ATTN: IAD

180 East Broad Street

Columbus, OH 43215-3793

Telephone:

614-466-3292

Toll Free:

800-686-7826

From 8:00 AM to 5:00 PM (EST) weekdays

or at www.PUCO.ohio.gov

2.5.4 Validation of Credit

The Company reserves the right to validate the creditworthiness of Called Party End Users and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may require the customer to establish a Prepaid account, and in accordance with contractual agreements with Facilities.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.6 Refusal or Suspension by Company

The Company may refuse, suspend or discontinue service under the following conditions which include, but are not limited to:

- A. Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service.
- **B.** The Company may, after notification or attempt to notify through any reasonable means, suspend service when any of the following conditions exist:
 - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
 - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - 3. Upon refusal by the Customer to permit the Company access to its facilities;
 - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission;
 - 5. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.

2.7 Call Restrictions

Calling restrictions may be imposed by the Facility. Calls to 911, 411, 0+/0-, 700, 8YY, 900, 976, 950, 10xxx, third number billed, credit card, and local direct will be blocked by the secure telephone system. The Facility may block additional calls according to its security policies and may require that calls only be placed to pre-approved numbers.

2.8 Contractual Offerings

The Company may negotiate with prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, without regard to this tariff. The Company shall file with the Commission, upon request, any contract or memorandum of understanding which will include the rates, charges, practices, rules or regulations applicable to the service.

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides resold automated operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of the Company's services and network.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

The Called Party must positively accept the call by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by the Company-provided telephone system.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the actual usage of the Company's service. Timing of each call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received. A call ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.
- 3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3 Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.
- 3.2.4 The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

3.3 Institutional Collect Operator Assisted Calling

Legacy provides Institutional Automated Collect-Only Operator Services to Inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. The call processing system prompts the Inmate and the Called Party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the Called Party.

For services provided to Inmates of institutions, the following special conditions may apply:

- A. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning Legacy's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- B. At the request of the Institution, Legacy may impose time limits on local and long distance calls placed using its services.
- C. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

3.3.1 Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Legacy system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

- 3.4 Institutional Collect Operator Assisted Calling Rates and Charges
 - 3.4.1 IM-1*
 - A. LOCAL/IntraLATA & InterLATA

Rate Per Minute:

\$0.36

* Pursuant to FCC Docket 12-375, the revisions shown above are effective June 20, 2016 for Jails.

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3.5 Prepaid Institutional Operator Assisted Calling

3.5.1 General

Legacy Prepaid Institutional Calling Services provide alternative payment arrangements for Inmates in Correctional Institutions. This service is designed for those whose credit history is inadequate to receive collect calls; Called Parties whose usage exceeds credit limits established for the institution; inmates who wish to utilize their commissary funds for call placement; and Called Parties who simply wish to budget their inmate calls.

Two options are available with Prepaid Institutional Calling Services. The first option, Debit Card/Debit Account, allows the Inmate (via the Institution personnel) to set up his/her own account/card at the Correctional Institution. The second option, Prepaid Collect, allows the Called Party who receives collect calls from Inmates to set up his/her own prepaid account.

Prepaid Institutional Calling Services are available 24 hours a day, seven days a week. Access to telephone service by an Inmate may be subject to time of day and usage restrictions imposed by individual Facilities.

3.5 Prepaid Institutional Operator Assisted Calling (Cont'd.)

3.5.1 General (Cont'd.)

A. Prepaid Debit Service

With a Debit Card or Debit Account (collectively referred to as "Debit"), each Inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the Inmate's commissary account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the Inmate's Personal Identification Number (PIN). When the Inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All purchases on a Debit Account are paid to and handled by the Institution. The Company receives payment from the Facility; it does not engage in direct monetary transactions with the Inmate. Debit cards or Debit Accounts may be purchased in any amount subject to the requirements or restrictions of the Facility.

The Company's system automatically informs the caller of the available usage balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the available usage balance in the account on a real time basis as the call progresses.

Available balances in the Debit Card or Debit Account are refundable by request of the Inmate (typically after release). The available usage balance expires six (6) months from the date the last call is made on the account or card. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. No refunds will be issued after the service expiration date.

Network usage for a Debit call is deducted from the available usage balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.5 Prepaid Institutional Operator Assisted Calling (Cont'd.)

3.5.1 General (Cont'd.)

B. Prepaid Collect Service

Prepaid Collect service is available for Called Parties who choose to pay for services through a prepaid arrangement. A Prepaid Collect account is set up by the Company for the Called Party. If the payment into the account is provided via the Called Party's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. The Company does not engage in direct monetary transactions with the Inmate.

The Company's system automatically informs the account holder of the available usage balance remaining in the Prepaid Collect account prior to acceptance of the call. Network usage is deducted from the balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Payments for Prepaid Collect accounts and any available usage balance are refundable upon request, typically after release of the Inmate. The available usage balance expires six (6) months from the date the last call is made on the Prepaid Collect account. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. Consumers may cancel services and request a refund prior to expiration. No refunds will be issued after the expiration date.

Initial or additional deposits to Prepaid Collect accounts may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount.

Prepaid Collect Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Correctional Institutions.

Network usage for a Prepaid Collect call is deducted from the available usage balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

- 3.6 Prepaid Institutional Operator Assisted Calling Rates and Charges
 - 3.6.1 Option 1*
 - A. LOCAL/IntraLATA & InterLATA

Rate Per Minute:

\$0.36

* Pursuant to FCC Docket 12-375, the revisions shown above are effective June 20, 2016 for Jails.

SECTION 4 – ANCILLARY SERVICE CHARGES

- 4.1 Ancillary Service Charges
 - **4.1.1** Automated Payment Fees (where available) Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees

\$3.00

4.1.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee

\$5.95

4.1.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees

\$2.00

This foregoing document was electronically filed with the Public Utilities

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in

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Summary: Tariff Final electronically filed by Ms. Margeaux Pennywell on behalf of Legacy long Distance International, Inc.