

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

JUN 02 2008

SOUTH CENTRAL TELECOM, LLC. )

PUBLIC SERVICE  
COMMISSION

v. )

) Cast No. 2008-00126

WINDSTREAM KENTUCKY EAST, LLC. )

**RESPONSE OF WINDTREAM KENTUKCY EAST, LLC AND REQUEST FOR AN  
INFORMAL CONFERENCE.**

Windstream Kentucky East, LLC. ("Windstream") hereby states as follows in response to the amended complaint filed by South Central Telecom, LLC. ("South Central"):

1. Windstream denies the allegations set forth in the amended complaint unless expressly admitted herein and reserves the right to plead further in this matter as necessary. Windstream is a Delaware limited liability company, and its name is Windstream Kentucky East, LLC.

2. Windstream admits that the parties previously have discussed billing arrangements between them which prompted Windstream to send correspondence to South Central in August 2007, which requested further feedback from South Central and noted several courtesy credits issued by Windstream in an attempt to amicably resolve matters between the parties. (See, Appendix A.)

3. No response to Windstream's August 2007 correspondence was received from South Central, although in January of 2008, South Central's legal counsel contacted Windstream after South Central received a disconnect notice for failure to pay its bill. Notwithstanding the notice from its legal counsel, South Central otherwise provided no response to Windstream's inquiry from August 2007 and filed an initial complaint with the Commission on March 31, 2008.

4. Following dismissal of South Central's initial complaint, Windstream made several attempts to contact South Central through its attorneys and requested a date for the business owners of each company to discuss. No response from South Central was forthcoming, and South Central filed its amended complaint with the Commission on May 6, 2008.

5. South Central's amended complaint sets forth various assertions regarding Windstream's billing, which are unsubstantiated and appear to be an attempt to support South Central's continued nonpayment. Despite South Central's claims to the contrary in its amended complaint, it along with its ILEC parent South Central Rural Telephone Cooperative have, for some time, been engaging in a self-help resolution by withholding payment to Windstream for undisputed amounts in addition to disputed amounts. (Windstream requests that it be provided an "unredacted" version of South Central's amended complaint in order to verify the amounts that South Central now alleges to be over-billed as South Central has not provided such information to Windstream.)

6. Windstream believes that these matters can be resolved without the time and expense of a formal Commission proceeding if the business owners are provided an opportunity to resume discussions, beginning with South Central's responses to the issues raised by Windstream in August 2007. Windstream, therefore, requests that an Informal Conference be scheduled in this matter as soon as practical.

7. Windstream further requests that, during the pendency of this amended complaint, that South Central be ordered to pay all invoices that are not subject to a specific, good faith dispute and that it not be allowed to continue not paying invoices on the general assertion that it does not like Windstream's billing.

8. WHEREFORE, Windstream requests that the Commission provide an unredacted copy of South Central's amended complaint to Windstream; schedule an informal conference among the parties; order South Central to pay all undisputed items that are not subject to a specific, good faith dispute; and grant all other necessary and proper relief to which Windstream is entitled.

Respectfully submitted

**Windstream Kentucky East, Inc.**

By: 

Mark R. Overstreet

STITES & HARBISON PLLC

421 West Main Street

P.O. Box 634

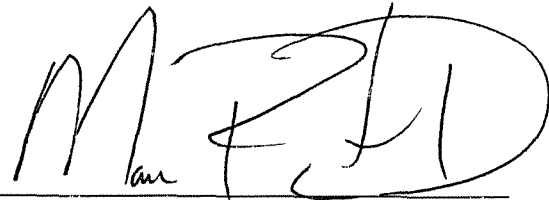
Frankfort, Kentucky 40602-0634

(502) 223-3477

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by United States First Class Mail, postage prepaid, and e-mail transmission on this 2<sup>nd</sup> day of June, 2008 upon:

John E. Selent  
Holly C. Wallace  
Edward T. Depp  
Dinsmore & Shohl, LLP  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202

A handwritten signature in black ink, appearing to read 'Mark R. Overstreet', written over a horizontal line. The signature is stylized and cursive.

Mark R. Overstreet



---

**From:** Latham, Joyce [Joyce.Latham@windstream.com]  
**Sent:** Tuesday, April 22, 2008 6:22 PM  
**To:** Bennett, Kimberly K; Logsdon, Daniel; Holmes, Janann  
**Subject:** FW: Subject Trunking for BAN 219SP05026QUE and attached notice

**Attachments:** SCT response to 8-14 email.doc



SCT response to  
8-14 email.doc...

Here is the last communication I had with Donnie.

Joyce

-----Original Message-----

**From:** Latham, Joyce  
**Sent:** Thursday, August 23, 2007 10:19 AM  
**To:** 'Donnie Bennett'  
**Cc:** Max Phipps; Chris Lawrence; ebodamer@cronincom.com; Tompkins, Vicki L; Holmes, Janann  
**Subject:** RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Donnie,  
Windstream's reply is in the attached word document.

Joyce

-----Original Message-----

**From:** Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]  
**Sent:** Tuesday, August 14, 2007 3:05 PM  
**To:** Latham, Joyce  
**Cc:** Max Phipps; Chris Lawrence; ebodamer@cronincom.com; Tompkins, Vicki L; Holmes, Janann  
**Subject:** RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

Pursuant to the email provided below, SCT is unable to accept this counter offer. It is our position that these errors are and have been occurring for nearly 5 years. Our offer to limit recovery to the 24-month period preceding the bill dispute, rather than the date of the installation of these circuits, was itself a good faith effort to settle this matter. With that, we provide the following:

Item 1: 101 / T1ZF / EZTWKYXA05T / GLSGKYXW04 Windstream is and has been billing SCT this circuit incorrectly and is unable to provide any data to support the accuracy of its billing to SCT. Our offer in this matter is as follows:

- 1) Windstream issues a credit of \$17,365.27.
- 2) SCT commits to work with your LCSC department to issue orders, as necessary, to rectify billing on a going forward basis.

Item 2: Smith's Grove Facilities 101 / T1ZF / GLSGKYXW04 / SMGVKYXADS1 Windstream has failed to comply with the billing agreement between SCT and Windstream's predecessor company. SCT will accept Windstream's offer to settle pursuant to the letter contingent upon the following:

- 1) Windstream commits to pay SCT's back billing of SCT's PPU of this facility for the same period of \$12,891.17
- 2) Windstream agrees to provide a correct billing address for ongoing monthly charges by SCT to Windstream.

Item 3: Local usage billing. SCT appreciates Windstream's efforts to render a correct invoice. Should we find that usage billing remains incorrect we will submit a dispute consistent with the terms of our interconnection agreement.

Item 4: 101.T1ZF.GLSGKYXADS0.GLSGKYXAW04 We appreciate that Windstream has made an effort to correct this billing error. We continue to believe however that your position in this matter is inconsistent with accepted billing arrangements in KY. We are willing to accept your offer based on the following two conditions:

- 1) Windstream commits to pay SCT back billing amounts of the same amount covering the same period
- 2) Windstream agrees to promptly process a "billing correction" order that SCT will place with the Windstream LCSC to assist Windstream in its correction of billing going forward.

SCT would be willing to close these issues out via a confidential settlement agreement between our two companies in which SCT would agree to close these issues and not seek relief from the PSC for the full period of billing in question. Please let me know by close of business day on Monday the 20th.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Thursday, August 09, 2007 11:31 AM  
To: Donnie Bennett; Eileen Bodamer  
Cc: Max Phipps; Chris Lawrence; ebodamer@cronincom.com; Tompkins, Vicki L; Holmes, Janann  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

- \* Donnie,
- \* The Windstream's response is in black below.
- \* Elizabethtown (E'town) facilities

Attachment no.1 is the tariff page Eileen has provided covering pricing of the E'town switched transport per our agreement.

101 / T1ZF / EZTWKYXA05T / GLSGKYXW04

In the absense of the original ASR Windstream again denies the dispute for the 8-1-2002 through 7-7-2007. Windstream considers this dispute closed and all billing correct.

However, at this time in order to provide excellent customer service, Windstream is making the following one time offer to South Central Telecom:

1. 1) South Central Telecom will submit an ASR to change the circuit to a Direct Trunk Facility circuit. This order will be submitted no later than August 27th, with an effective date of September 4, 2007. This change ASR will cause the billing on this circuit to be billed via the Windstream Kentucky East, Inc., Lexington tariff under the Switched Access Direct Trunk Transport section.
2. 2) Although Windstream does not have a responsibility to provide a credit to South Central Telecom, Windstream would provide a credit to South Central Telecom in the amount of \$4,481.36.

$\$560.17 * 8 \text{ months} = \$4,481.36.$



This is a one time offer that is being extended to South Central Telecom. If South Central Telecom chooses to accept this offer, South Central Telecom must accept in writing no later than August 27, 2007. Please respond to this email of your acceptance of the one time offered credit amount.

\* Smiths Grove facilities

Attachment no.2 is the only signed agreement I can find covering the Park City traffic facilities terminating in the SMGVKY office. This agreement was based upon recip billing allowing for two way traffic. The original attachment I had sent has adjustments that reduced billing to one way compensation.

101 / T1ZF / GLSGKYXW04 / SMGVKYXADS1

Based upon the June 20, 2002 signed agreement, between Verizon and South Central Telecom, that South Central Telecom provided on August 2nd, Windstream will provide credit to South Central Telecom in the amount of \$4,421.00.

$\$139.67 * 31 \text{ months} = \$4,329.77 + \text{LPC in the amount of } \$91.23.$

Based the newly provided agreement Windstream will be billing South Central Telecom \$398.89 as of the August 2007 invoice. Windstream considers this dispute closed and appropriate resolution granted.

\* Local usage billing

Your assurance of billing adjustments to the August bill will suffice this dispute pending review of those adjustments and the accuracy without adjustments of the September.

Windstream has setup a new USOC "CLRCE" which will appropriately bill for the usage that South Central Telecom is terminating to Windstream. Further a credit in the amount of \$495.91 will be given, on the August 2007 invoice, to correct the dollars billed for May, June and July 2007 invoices. As South Central Telecom has not filed a dispute this communication and the Resolution report provided resolve this question.

\* Local interconnection facilities

Your adjustment offer for the 24 months preceding our initial dispute through the present is tentatively accepted however we believe that your requirement that we bill Windstream for your portion of this facility is problematic and inconsistent with how we expect the circuit to be billed. By the companies billing each other, we expose ourselves to both tax liabilities and reporting requirements that serve no purpose. It was this logic that would also apply, as I thought it had been in the past, to the SMGVKY facilities. Please advise.

101.T1ZF.GLSGKYXADS0.GLSGKYXAW04

Per Section 2.4.18 of the agreement, "When the Parties implement Two-Way Local Interconnection

Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. BTLLC will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to BTLLC's percentage of use of the facility..." Based on this section of the contract Windstream will be billing South \$151.25 per the agreement as of the August 2007 invoice. A credit in the amount of \$4,688.75 for January 2005 through July 2007 has been presented on the August 2007 invoice.

$\$151.25 * 31 \text{ months} = \$4,688.75$

Windstream considers this dispute closed and appropriate resolution granted.

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]

Sent: Thursday, August 02, 2007 4:13 PM

To: Latham, Joyce; Eileen Bodamer

Cc: Max Phipps; Chris Lawrence; ebodamer@cronincom.com

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

Below are the items discussed on our call Monday with requested documents and follow-up comments:

1. Elizabethtown (E'town) facilities

Attachment no.1 is the tariff page Eileen has provided covering pricing of the E'town switched transport per our agreement.

2. Smiths Grove facilities

Attachment no.2 is the only signed agreement I can find covering the Park City traffic facilities terminating in the SMGVKY office. This agreement was based upon recip billing allowing for two way traffic. The original attachment I had sent has adjustments that reduced billing to one way compensation.

3. Local usage billing

Your assurance of billing adjustments to the August bill will suffice this dispute pending review of those adjustments and the accuracy without adjustments of the September.

4. Local interconnection facilities

Your adjustment offer for the 24 months preceding our initial dispute through the present is tentatively accepted however we believe that your requirement that we bill Windstream for your portion of this facility is problematic and inconsistent with how we expect the circuit to be billed. By the companies billing each other, we expose ourselves to both tax liabilities and reporting requirements that serve no purpose. It was this logic that would also apply, as I thought it had been in the past, to the SMGVKY facilities. Please advise.

We would like to resolve this promptly with both a rerate of the circuits going forward and an appropriate credit.

Thanks,

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]

Sent: Friday, July 13, 2007 7:15 AM

To: Eileen Bodamer; Donnie Bennett

Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Thank you.

Joyce

-----Original Message-----

From: Eileen Bodamer [mailto:eileen@bodamer.com]

Sent: Thursday, July 12, 2007 9:23 AM

To: Latham, Joyce; Donnie Bennett

Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Here is the link to the agreement. The documents are too large and numerous to send via email

<http://162.114.3.165/PSCICA/2001/2001-261/>

For some reason, the first (large) document is "Birch" which has nothing to do with SCT and must be a filing error.

The remaining referenced documents can be found at:

<http://162.114.3.165/PSCICA/0000/00768/>

and

<http://162.114.3.165/PSCICA/2001/2001-224/>

Eileen M Bodamer

770-649-1886 / fax 770-645-6545

415 Hephlewhite Dr., Alpharetta GA 30022

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Wednesday, July 11, 2007 5:35 PM  
To: Donnie Bennett; Eileen Bodamer  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Donnie and Eileen,

Thank you for your time on the call today. I appreciate the clarification that was provided on the four issues.

As a follow up to our conference call today, would you please send the requested information to Vicki, Janann, Peggy, Joyce and Lee?

Windstream has requested the additional documentation listed below:

- \* a copy of the agreement that South Central is stating governs the three circuits in dispute.
- \* a signed copy of the "Memorandum of Understanding" "Pat Riley" agreement that South Central is stating is governing the Smith Grove circuit.

Windstream has setup a conference call on July 30th at 1:00 Central to further discuss the four issues.

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]  
Sent: Wednesday, July 11, 2007 10:02 AM  
To: Latham, Joyce; Eileen Bodamer  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

We can use our bridge or yours. Our bridge number is 270-614-2663 with pass-code 2580 if I don't hear different from you.

Eileen and I have summarized items for discussion as follows:

101 / T1ZF / EZTWKYXA05T / GLSGKYXW04

Not billed correctly under the agreement. We calculate the overbilling at \$560.17 since the circuit was installed. Windstream denied it because it has billed incorrectly since conversion from GTE / Verizon.

101 / T1ZF / GLSGKYXADS0 / GLSGKYXW04

Not billed correctly under the agreement. We are using this circuit for the exchange of reciprocal traffic. The circuit has been over-billed to us at \$302.50 as access. Again, Windstream denied this claim as "was always billed that way". In addition, they demand proof (i.e., the interconnection agreement) that they should not be billing us.

101 / T1ZF / GLSGKYXW04 / SMGVKYXADS1

This is the circuit that we have the electronic version of an agreement to bill under the "Pat Riley" clarifying letter. Again, there seems to be no question about what this circuit is used for however Windstream insists on treating it as an access circuit, not a local circuit. This is overbilling us \$416.84 per month.

Windstream acknowledges that these circuits have been billed wrong since they were installed. That is a much longer period than we initially asked for as a settlement. For all the facilities, they have provisioned the circuits as intrastate / interLATA, not local per our interconnection agreement.

## Usage

We know we were double billed usage and then issued a bunch of credits. The invoices are a mess and are modified from one bill to the other with back charges, random credits, and volumes of minutes with rates and no explanation. We have asked for someone at Windstream to go through the invoices with the goal of closing what is shaping up to be yet another dispute however we have had no response from Windstream.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Wednesday, July 11, 2007 8:31 AM  
To: Donnie Bennett; Eileen Bodamer  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

We are still willing to meet with you today to discuss the disputes.

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]  
Sent: Wednesday, July 11, 2007 7:49 AM  
To: Latham, Joyce; Eileen Bodamer  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

I have not received any response about the call for today. I assume you received my email below since I didn't receive a rejection. Please let me know early this morning.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Donnie Bennett  
Sent: Monday, July 09, 2007 4:11 PM  
To: 'Latham, Joyce'; Eileen Bodamer  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee; Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

After consulting with our attorney, we will not be signing the NDA. It is neither required nor appropriate for the discussions we are having and he believes it will serve no other purpose then to disrupt what we otherwise hope to be a productive resolution of outstanding disputes.

Please let me know if we can keep our scheduled meeting on Wednesday otherwise we will pursue other avenues of resolution. If you have a positive response to going forward I will send the outline of dispute for discussion.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959



Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Friday, July 06, 2007 9:13 AM  
To: Eileen Bodamer; Donnie Bennett  
Cc: Tompkins, Vicki L; Holmes, Janann; Russell, Peggy; Elliott, W Lee  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Eileen please fill out Exhibit B as you are a consultant to South Central. Also, if there is going to be anyone else in your firm looking at any data, he/she must sign an Exhibit B.

Donnie please fill out the main section..

Joyce

-----Original Message-----

From: Eileen Bodamer [mailto:eileen@bodamer.com]  
Sent: Thursday, July 05, 2007 4:58 PM  
To: Latham, Joyce  
Cc: Donnie Bennett  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Why do you need an NDA from me? I already have NDAs in place with SCRTC - but that is between me and SCRTC. Does Windstream plan to disclose to me information that is Windstream confidential? If so, please provide whatever NDA you required SCRTC to sign. I need to sign the same one they did since any information you share with me about Windstream on SCRTC's behalf will be shared with SCRTC, so from a legal perspective, the customer and its vendor need to be under the same relationship.

Get that over to me and I will sign it right away.

Eileen M Bodamer

770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Thursday, July 05, 2007 5:48 PM  
To: Donnie Bennett  
Cc: Tompkins, Vicki L; Holmes, Janann; Max Phipps; Chris Lawrence; Russell, Peggy; Eileen Bodamer  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Donnie, thanks for the LOA. As a reminder we also need a NDA from Eileen.

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]  
Sent: Thursday, July 05, 2007 4:20 PM  
To: Donnie Bennett; Latham, Joyce  
Cc: Tompkins, Vicki L; Holmes, Janann; Max Phipps; Chris Lawrence; Russell, Peggy; Eileen Bodamer  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Maybe I forgot the attachment. That may be the first thing I forgot today, but then I can remember.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Donnie Bennett  
Sent: Thursday, July 05, 2007 2:55 PM  
To: 'Latham, Joyce'  
Cc: Tompkins, Vicki L; Holmes, Janann; Max Phipps; Chris Lawrence; Russell, Peggy; Eileen Bodamer  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

Find attached a pdf of LOA between South Central Telcom, LLC and Eileen Bodamer.

As for the call, Wednesday, July 11th 3:30PM CDT is good for us. We are preparing a follow-up email with dispute items listed in preparation for the call. We'll get it out as quickly as time will permit.

Donnie C. Bennett  
Regulatory & Customer Service Mgr.  
South Central Rural Tel. Coop. Corp. Inc.  
Ph. 270-678-8225, Cell. 270-670-5959  
Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Tuesday, July 03, 2007 5:33 PM  
To: Donnie Bennett  
Cc: Tompkins, Vicki L; Holmes, Janann; Max Phipps; Chris Lawrence; Russell, Peggy

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Donnie,

I will be glad to set up a conference call. Please let me know if you are available any of the times listed below.

Additionally, I believe it is important to note that although Windstream has not granted South Central's claim, that does not mean that Windstream has not been responsive on this issue. As you may be aware, CPNI provisions prevent Windstream from communicating with persons such as outside consultants that are not parties on this account. Therefore, unless South Central provides the NDA and LOA which we requested previously, then the conference call must include only employees of South Central. To the extent that you want Eileen to join us, please have her execute the LOA and NDA prior to the call.

With respect to the specific claims by South Central, I have reviewed the South Central Telecom account and am showing only two disputed issues. The first is for 3 circuits that are billing on BAN 219SP05026, and the second is for usage billing on BAN 220DM05026. However, your message below states that there are 4 disputes on file with Windstream. Therefore, in order to maximize the parties' discussion, please provide me the information you have regarding the four disputes in advance of a call next week.

If you can provide to Windstream the dispute that was filed with Verizon on the 3 circuits in question, along with Verizon's response, it would be beneficial. We are also checking with our contacts at Verizon to determine if they can provide this information.

Tuesday July 10th 2-3 central

Wednesday July 11th 8-9 central or 3:30 - 5 central

Thursday July 12th 12-2 central

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]

Sent: Tuesday, July 03, 2007 1:55 PM

To: Latham, Joyce; Tompkins, Vicki L; Russell, Peggy

Cc: Holmes, Janann; Max Phipps; ebodamer@cronincom.com; Chris Lawrence

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Joyce,

We feel that our disputes related to billing of South Central Telcom interconnections services has reached a point where no progress is being made. We therefore request that you schedule a conference call to discuss the disputed bills in a last effort to resolve historic and ongoing billing errors. If we can not reach agreement on this, our next course of action will be to file a complaint with the Commission. At that time we will seek full refund of overcharges back the full five years of billing.

We remain open to an amendable resolution of these disputes. Please let me know dates / times this week or next that we may have a conference call.

Thanks,

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Latham, Joyce [mailto:Joyce.Latham@windstream.com]  
Sent: Monday, July 02, 2007 7:08 AM  
To: Donnie Bennett; Tompkins, Vicki L; Russell, Peggy  
Cc: Holmes, Janann  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Donnie,

I do not see a response from Vicki, so if you have already received a message I apologize.

Our policy is to have a Letter of Authorization "LOA" and a Non-disclosure agreement "NDA" on file for all consultants that are handling customers accounts. In review of the South Central account, our records are lacking an LOA granting Windstream permission to work with Eileen Bodamer on South Centrals behalf. Further, Windstream does not have Non-disclosure on file from Eileen. Once Windstream receives both of these documents, we can continue discussions with Eileen. Until the documents are received, Windstream will only be able to discuss the account with employees of South Central.

Joyce

-----Original Message-----

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]

Sent: Friday, June 29, 2007 6:55 AM

To: Tompkins, Vicki L; Eileen Bodamer; Russell, Peggy

Cc: Max Phipps; Chris Lawrence; Holmes, Janann; Latham, Joyce

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Vicki,

Refresh my memory because I don't remember a request for the approval request in the past.

Donnie,

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

---

From: Tompkins, Vicki L [mailto:Vicki.L.Tompkins@windstream.com]  
Sent: Thursday, June 28, 2007 10:18 AM  
To: Tompkins, Vicki L; Eileen Bodamer; Russell, Peggy; Donnie Bennett  
Cc: Max Phipps; Chris Lawrence; Holmes, Janann; Latham, Joyce  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice  
Importance: High

Mr. Bennett,

Please provide a document providing your signed approval to continue discussing this issue and any other issue with Ms. Bodamer. We should have asked for this from the beginning. Future communication depends will continue only after this document is received.

Thank you,

Vicki

-----Original Message-----

From: Tompkins, Vicki L  
Sent: Thursday, June 28, 2007 8:34 AM  
To: 'Eileen Bodamer'; Russell, Peggy; Donnie Bennett  
Cc: Max Phipps; Chris Lawrence; Holmes, Janann; Latham, Joyce  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

You will need to line out the disputes/issues and your position on each. As far as I know, the usage rating problems have been credited and the only outstanding issue is with regard to the agreement/circuit rating.

Please advise.

Vicki

-----Original Message-----

From: Eileen Bodamer [mailto:eileen@bodamer.com]  
Sent: Thursday, June 28, 2007 8:26 AM

To: Tompkins, Vicki L; Russell, Peggy; Donnie Bennett  
Cc: Max Phipps; Chris Lawrence; Holmes, Janann; Latham, Joyce  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Vicki,

There were three or 4 distinct disputes. Only one had to do with the agreement you referenced. The majority of the dispute is for traffic and facilities under the agreement that is posted on the PSC website. Quite simply, refusing a dispute because "it's been billing wrong since GTE / Verizon put the facilities in service" is hardly an appropriate or sustainable response.

Donnie and I will contact Janann. I believe I have her number already.

Eileen M Bodamer

770-649-1886 / fax 770-645-6545

415 Hephlewhite Dr., Alpharetta GA 30022

---

From: Tompkins, Vicki L [mailto:Vicki.L.Tompkins@windstream.com]  
Sent: Thursday, June 28, 2007 9:08 AM  
To: Eileen Bodamer; Russell, Peggy; Donnie Bennett  
Cc: Max Phipps; Chris Lawrence; Holmes, Janann; Latham, Joyce  
Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice  
Importance: High

Eileen,

Do you have new information to share with a copy of the executed agreement? We have inquired to our contract group and they have no knowledge of such an agreement ever having been executed and have not received a copy of an agreement.

As stated previously to Mr. Bennett, a copy of the executed agreement will resolve this issue. Until that is provided, the dispute will remain denied.



However, should you wish to continue an escalation, the appropriate contacts have been copied on this email. First is Janann Holmes.

Vicki

-----Original Message-----

From: Eileen Bodamer [mailto:eileen@bodamer.com]

Sent: Wednesday, June 27, 2007 5:49 PM

To: Russell, Peggy; Donnie Bennett

Cc: Max Phipps; Chris Lawrence; Tompkins, Vicki L; Holmes, Janann; Latham, Joyce

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Peggy,

We understand that from the prior dispute. We disagree and request that this issue be escalated within Windstream, once again. Please advise next level of escalation and we will do same.

Thank you,

Eileen M Bodamer

770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022

---

From: Russell, Peggy [mailto:Peggy.Russell@windstream.com]

Sent: Wednesday, June 27, 2007 6:29 PM

To: Eileen Bodamer; Donnie Bennett

Cc: Max Phipps; Chris Lawrence; Tompkins, Vicki L; Holmes, Janann; Latham, Joyce

Subject: RE: Subject Trunking for BAN 219SP05026QUE and attached notice

Eileen,

There was not an attachment on this email. I attached a copy of the final notice of service letter, the original dispute and the proposed facilities

lease agreement.

These claims remain denied and outstanding amounts listed on the final notice are due. Please see email attachments regarding denial of these disputes.

Thanks,

Peggy Russell  
Analyst, CABS Wholesale Billing  
\* 501-748-6750  
\* 501-748-5629

4001 North Rodney Parham Rd.  
Mail Zone: 1170 B3F03-36B  
Little Rock AR 72212  
peggy.russell@windstream.com

\*\*\*Please note new email address effective July 17\*\*\*

-----Original Message-----

From: Eileen Bodamer [mailto:eileen@bodamer.com]  
Sent: Wednesday, June 27, 2007 11:51 AM  
To: Donnie Bennett; Russell, Peggy  
Cc: Max Phipps; Chris Lawrence  
Subject: RE: Subject Trunking for BAN 219DN05026QUE and attached notice

Peggy, Donnie,

Where are we on this? This is an expensive problem and we need it resolved ASAP.

Peggy - how do we get this to the people in a position to resolve this? The explanation on the dispute denial makes no sense and we continue to have a substantial dispute with these invoices.

Eileen M Bodamer

770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022

---

From: Donnie Bennett [mailto:Donnie\_Bennett@scrtc.net]  
Sent: Friday, June 22, 2007 9:05 AM  
To: peggy.russell@windstream.com  
Cc: Eileen Bodamer; Max Phipps; Chris Lawrence  
Subject: Subject Trunking for BAN 219DN05026QUE and attached notice

Peggy,

We have once again been fruitlessly reviewing the bill(s) from Windstream, to our company. We appreciate that some action has been taken to correct a portion of the errors. Following our review, however, and written documentation regarding our prior disputes, we believe quite strongly that Windstream is and has been grossly overcharging SCT for several years and we are requesting escalation of our disputes in a last effort to amicably resolve these issues. Please advise.

Donnie C. Bennett

Regulatory & Customer Service Mgr.

South Central Rural Tel. Coop. Corp. Inc.

Ph. 270-678-8225, Cell. 270-670-5959

Fax. 270-678-3030

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying is strictly prohibited. If you have received this e-mail message in error, please reply to the sender and delete the message permanently.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.  
\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person

responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

Joyce,

Pursuant to the email provided below, SCT is unable to accept this counter offer. It is our position that these errors are and have been occurring for nearly 5 years. Our offer to limit recovery to the 24-month period preceding the bill dispute, rather than the date of the installation of these circuits, was itself a good faith effort to settle this matter. With that, we provide the following:

*Windstream does not agree with the way SCT has framed the issues below. Notwithstanding, we offer the following responses to the general concerns stated.*

**Item 1:** 101 / T1ZF / EZTWKYXA05T / GLSGKYXW04 Windstream is and has been billing SCT this circuit incorrectly and is unable to provide any data to support the accuracy of its billing to SCT. Our offer in this matter is as follows:

- 1) Windstream issues a credit of \$17,365.27.

*Windstream has issued a courtesy credit in the amount of \$4,481.36 for 8 months of service as a one-time customer service adjustment. In the absence of the original ASR Windstream again denies the dispute for the 8-1-2002 through 7-7-2007. SCT is unable to provide support that the circuit is billing incorrectly. Windstream considers this dispute closed and all billing correct.*

- 2) SCT commits to work with your LCSC department to issue orders, as necessary, to rectify billing on a going forward basis.

*Windstream agrees this is the proper method to resolve this issue.*

**Item 2:** Smith's Grove Facilities 101 / T1ZF / GLSGKYXW04 / SMGVKYXADS1 Windstream has failed to comply with the billing agreement between SCT and Windstream's predecessor company. SCT will accept Windstream's offer to settle pursuant to the letter contingent upon the following:

- 1) Windstream commits to pay SCT's back billing of SCT's PPU of this facility for the same period of \$12,891.17

*In response to the document that SCT produced on August 2, 2007, Windstream issued a credit in the amount of \$4,421.00.  $\$139.67 * 31 \text{ months} = \$4,329.77 + \text{LPC in the amount of } \$91.23$ . With this credit, Windstream considers this dispute closed and all billing to SCT correct.*

- 2) Windstream agrees to provide a correct billing address for ongoing monthly charges by SCT to Windstream.

*As previously provided on conference call of 7-30-07, SCT should use the following billing address:*

*Windstream TSG  
4001 Rodney Parham Rd  
1170-B3F01  
Little Rock, AR 72212*

**Item 3:** Local usage billing. SCT appreciates Windstream's efforts to render a correct invoice. Should we find that usage billing remains incorrect we will submit a dispute consistent with the terms of our interconnection agreement.

**Item 4:** 101.T1ZF.GLSGKYXADS0.GLSGKYXAW04 We appreciate that Windstream has made an effort to correct this billing error. We continue to believe however that your position in this matter is inconsistent with accepted billing arrangements in KY. We are willing to accept your offer based on the following two conditions:

- 1) Windstream commits to pay SCT back billing amounts of the same amount covering the same period

*Windstream is willing to remit the amount of \$4,688.75 to SCT.  $\$151.25 * 31 \text{ months} = \$4,688.75$*

- 2) Windstream agrees to promptly process a "billing correction" order that SCT will place with the Windstream LCSC to assist Windstream in its correction of billing going forward.

*The parties in any previous conversation had not discussed this request. Windstream requests that SCT clarify this request.*

SCT would be willing to close these issues out via a confidential settlement agreement between our two companies in which SCT would agree to close these issues and not seek relief from the PSC for the full period of billing in question. Please let me know by close of business day on Monday the 20<sup>th</sup>.

*Windstream is willing to close the issues between the parties consistent with the comments above and agrees that a confidential settlement agreement is appropriate.*

*Additionally, Donnie, I want to state that I am confused personally by your statements above since they are contrary to our prior conversations. As you may recall, during our discussion on July 30<sup>th</sup>, you agreed with me regarding the amounts and the resolution on the three circuits in question. Accordingly, I proceeded with processing all applicable credits and changed the billing effective with the August 2007 bill cycle based entirely on our agreement reached during that call. I would like an explanation as to why SCT appears to be changing its position at this time and attempting to vary from our agreement?*

Joyce