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March 31, 2008

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APR - 3 2008  
PUBLIC SERVICE  
COMMISSION

**VIA U.S. MAIL**

Hon. Stephanie Stumbo  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

2008-126

*Re: In the Matter of: South Central Telcom, LLC v. Windstream Kentucky East, Inc.*

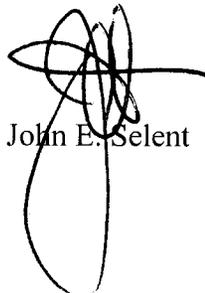
Dear Ms. Stumbo:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of South Central Telcom, LLC's complaint against Windstream Kentucky East, Inc. Please file stamp and return one copy to me in the enclosed, self-addressed envelope.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

Enclosures

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APR - 3 2008

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

SOUTH CENTRAL TELCOM, LLC	)
	)
Complainant	)
	)
v.	)
	)
WINDSTREAM KENTUCKY	)
EAST, INC.	)
	)
Defendant	)

Case No. 2008-126

**FORMAL COMPLAINT**

South Central Telcom, LLC ("South Central"), by counsel, for its formal complaint against Windstream Kentucky East, Inc. ("Windstream"), pursuant to KRS 278.260, hereby states as follows.

1. The full name and address of South Central is South Central Telcom, LLC, 1399 Happy Valley Road, P.O. Box 159, Glasgow, Kentucky 42141-0159. South Central is a competitive local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. South Central is a Kentucky corporation.

2. The full name and address of Windstream is Windstream Kentucky East, Inc., 4001 North Rodney Parham Road, B1F03-01A, Little Rock, Arkansas 72212. Windstream is a local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Its principal place of business in Kentucky is 130 West New Circle Road, Suite 170, Lexington, Kentucky 40505. Windstream is a Delaware corporation.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns Windstream's inaccurate billing of South Central and its threats to terminate

service to South Central in connection with those inaccurate bills. While South Central appreciates that a portion of Windstream's initial errors in billing have been corrected, multiple billing errors and unresolved past billing disputes necessitate the filing of this complaint.

#### **APPLICABLE LAW**

4. Pursuant to KRS 278.040, the Public Service Commission of Kentucky (the "Commission") has exclusive jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth.

5. Pursuant to KRS 278.260, the Commission is vested with original jurisdiction over any "complaint as to [the] rates or service of any utility" and is empowered to investigate and remedy such complaints.

6. Pursuant to KRS 278.030 (1), "[e]very utility may demand, collect and receive fair, just and reasonable rates for the services rendered or to be rendered by it to any person." Subsection (2) of KRS 278.030 allows a utility to "employ in the conduct of its business suitable and reasonable classifications of its service, patrons and rates."

#### **STATEMENT OF FACTS**

7. Windstream consistently sends South Central bills that include incorrect rates, charges for unidentified traffic, and duplicative charges. South Central has disputed and refused to pay these inaccurate bills.

8. Windstream's practice of inaccurate billing is imposing unreasonable administrative burdens and other expense on South Central, as South Central is forced to spend increasing amounts of time disputing and otherwise addressing Windstream billing errors, as well as Windstream's improper threats to disconnect services to South Central as a result of those billing practices.

9. On December 5, 2007, Windstream sent South Central a disconnect notice. According to the notice, unless South Central paid Windstream \$22,667.20 within 30 days, Windstream would disconnect South Central.

10. Though the disconnect notice was addressed to South Central Telcom, many of the charges included on the notice actually belonged to South Central Rural Telephone Cooperative Corporation, Inc. and were already the subject of a dispute before the Commission.

11. The South Central Telcom charges included on the disconnect notice had been in dispute for several months prior to the notice, and both a consultant and South Central's Regulatory and Customer Service Manager had been working with various levels of Windstream management to correct the mistakes and erroneous charges.

12. On or before December 13, 2007, counsel for South Central notified counsel for Windstream that South Central had received a disconnect notice and asked that he look into the matter.

13. On December 14, 2007, in an email to counsel for South Central, counsel for Windstream responded to counsel for South Central's inquiry and alleged that South Central had outstanding balances of \$4,071.84 for switched access service and \$13,163.33 for usage service.

14. In a January 3, 2008 email to counsel for South Central, Windstream alleged that there had been no payment or progress regarding resolution of the allegedly-outstanding balance and suggested that, if the allegedly-outstanding balance remained unpaid, South Central would likely be disconnected.

15. In a January 15, 2008 letter to Windstream, counsel for South Central advised Windstream that South Central<sup>1</sup> disputed the entire allegedly-outstanding balance, claimed that the allegedly-outstanding balance resulted from inaccurate billing by Windstream, and suggested that representatives from South Central and Windstream meet to review bills to "clarify charges and rectify errors."

16. In a January 16, 2008 letter to counsel for South Central, Windstream acknowledged receipt of counsel for South Central's letter disputing the entire allegedly-outstanding balance, acknowledged that Windstream would not terminate service to South Central, requested contact information for South Central billing personnel, and provided the name of Jana Lee as a Windstream contact.

17. In a February 5, 2008 letter to Windstream, noting that South Central's numerous conversations with the Windstream contact (Jana Lee) had been unproductive and that further discussions with Ms. Lee were unlikely to resolve the matter, counsel for South Central requested that upper-level employees of South Central and Windstream meet.

18. In that letter, counsel for South Central offered to make South Central's Regulatory and Customer Service Manager and General Manager available to meet with Windstream personnel, requested that Windstream identify comparably-leveled individuals who would be available to meet with South Central, and requested that Windstream propose two or more dates and times for a meeting between South Central and Windstream within two weeks of the date of the letter (that is, by February 19, 2008).

19. It has been nearly two months since South Central offered to make its Regulatory and Customer Service Manager and General Manager available for a meeting with Windstream, but

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<sup>1</sup> Two letters sent to Windstream were drafted in the name of South Central Rural Telephone Cooperative Corporation, Inc. because Windstream's inaccurate billing contained commingled charges that made it difficult to determine which South Central entity was in the best position to resolve these billing matters with Windstream.

Windstream has not yet responded to South Central's offer or otherwise worked with South Central to resolve the dispute.

20. South Central has timely paid, and continues to timely pay, all undisputed charges it has incurred from Windstream.

21. Despite South Central's best attempts to resolve this dispute, Windstream has not attempted to resolve this dispute in a reasonable time or reasonable manner. Moreover, South Central wants to ensure that Windstream does not take any action to disconnect or otherwise impair service to South Central pending resolution of this dispute.

22. Absent prompt resolution of this matter, South Central will be forced – to its commercial detriment – to continue spending inordinate amounts of time and expense addressing Windstream's ongoing, unreasonable billing practices. Moreover, South Central will be forced to continue doing so under the unwarranted threat of termination.

**WHEREFORE**, South Central respectfully requests that the Commission take the following actions.

1. Issue an order preventing Windstream from disconnecting South Central during the pendency of this dispute;
2. Compel Windstream to (i) identify its personnel who have both the knowledge and authority to resolve this dispute and (ii) cooperate with South Central to schedule a meeting to discuss Windstream's billing practices;
3. Schedule an informal conference or conferences to facilitate efficient resolution of Windstream's unreasonable billing practices; and

4. Grant South Central any and all other legal and equitable relief to which it is entitled.

Respectfully submitted,



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**COUNSEL TO SOUTH CENTRAL  
TELCOM, LLC**

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