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RECEIVED

JUN 12 2009

PUBLIC SERVICE
COMMISSION

June 11, 2009

Jeff DeRouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, Kentucky 40602

RE: By Insight Phone of Kentucky, LLC to Require Windstream Kentucky East, LLC and Windstream Kentucky West, LLC to Provide Account Numbers when Authorized by Customers if it Requires an Account Number for Ports – Case No.: 2008-00335

Dear Mr. DeRouen:

Enclosed please find an original and one (1) copy of Insight's Opposition to Windstream's Stipulated Facts. Insight is filing this opposition to preserve its objections; however, Insight will attempt to reach an agreement with Windstream regarding the facts.

Sincerely,

Janice M. Theriot

Enclosures

cc: Parties of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
JUN 12 2009
PUBLIC SERVICE
COMMISSION

In the Matter of:

FORMAL COMPLAINT)
BY INSIGHT PHONE OF KENTUCKY, LLC TO)
REQUIRE WINDSTREAM KENTUCKY EAST, LLC) CASE NO.
AND WINDSTREAM KENTUCKY WEST, LLC) 2008-00335
TO PROVIDE ACCOUNT NUMBERS WHEN)
AUTHORIZED BY CUSTOMERS IF IT REQUIRES)
AN ACCOUNT NUMBER FOR PORTS)

INSIGHT'S OPPOSITION TO WINDSTREAM'S STIPULATED FACTS

Insight Phone of Kentucky, LLC (hereinafter "Insight Phone"), by counsel, opposes the Stipulated Facts filed by Windstream Kentucky East, LLC and Windstream Kentucky West, LLC (hereinafter, collectively "Windstream").

Insight filed Stipulated Facts with the Public Service Commission on May 12, 2009. To date, Windstream has never provided Insight any response other than a blanket opposition even though Windstream has now had the Insight Stipulated Facts since April 14, 2009.

Insight objects to Windstream's Facts and asks that the Public Service Commission accept Insight's Facts with one addition. The procedures described in Insight's facts are no longer entirely accurate in that beginning June 1, 2009, Windstream has required that users provide customer passcodes in order to access any customer information. These passcodes are not created by customers but were provided in small print on monthly bills sent to Windstream customers in April. These notices were placed at the end of a long message on the very last pages of multipage bills and said, in part, "...A CAPP passcode has been assigned to your account and

appears only on this bill. ...Please retain a copy of this bill so that you can refer to this important information. ...” Insight would add that fact to its list of Stipulated Facts.

Windstream’s facts include some of Insight’s facts. For example, the first two paragraphs of Windstream’s facts mirror the first two paragraphs of Insight’s facts. Insight, therefore, has no objection to those first two paragraphs. Paragraphs 3,4,5,6,7 of Windstream’s facts contain the first part of paragraphs 3,4,5,6,7 of Insight facts but exclude the second half and, in the case of 5 and 7, the necessary exhibits. The excluded statements are factual in nature. Insight needs the entire text.

Windstream’s paragraph 8 is the same as Insight’s paragraph 8; so Insight has no objection. Windstream’s paragraphs 9, 10 and 11 contain the factual statements from Insight’s 9, 10 and 11 but remove the ending statements. Insight would agree to Windstream’s versions. Windstream, however, then skips over Insight’s 12 through 17 with absolutely no explanation. These paragraphs contain facts that Windstream cannot refute. For example, in Insight Paragraph 12, Insight states accurately, “As a result of Windstream’s actions, if a customer does not have ready access to their account number, a port cannot occur and that customer cannot change telephone service providers.” This is truthful and explains to the Commission the issue at hand. Insight must have its paragraphs 12 through 17.

The remaining Windstream facts are irrelevant but Insight will address them. Insight agrees that Windstream’s paragraph 13 is accurate. Windstream’s paragraph 14 is incomplete; the additional relevant information from Insight’s Formal Complaint should be added. Paragraph 15 is accurate, as is 16 and 17. Paragraph 18 need not include the words “contends that it.” It is a fact that Insight travels to each customer’s home to initiate service. Paragraph 19 is accurate. Paragraph 20 is incomplete and redundant. Paragraph 21 is also incomplete but is acceptable.

Windstream's Paragraph 22 is inaccurate. The actual statement from the Intra-Agency Memorandum that accurately states that a de-minimus number of port orders were rejected prior to August 2008 should be used.

Windstream's paragraphs 23 and 24 are impossible for Insight to agree or disagree with because Insight has no knowledge of Windstream's activities in other markets; however, they are irrelevant. Windstream's actions in other states do not affect Insight. The rejection rates in Paragraph 24 are also irrelevant to the legal issue of whether Windstream has the right to add roadblocks to porting.

Windstream's paragraph 25 is accurate. Paragraph 26 is incomplete but irrelevant. Accenture is not a party in this case. Paragraph 27 is accurate but should include the statement that no party has claimed that Insight ever used Windstream Express for marketing purposes.

Insight cannot agree to Windstream's paragraph 28. It is inaccurate and incomplete. In order to access Windstream Express information prior to August 1, 2008, carriers were required to insert their Carrier Name Abbreviation, their Operating Company Code (OCN or CC), the customer telephone number and indicate whether they had obtained valid customer authorization. Moreover, before a carrier could access Windstream Express, it must be a certificated carrier, subject to regulation, with an Interconnection Agreement with Windstream in which it agrees that it will only access Windstream Express pursuant to that Interconnection Agreement and it must have obtained a log in from Windstream. In order to submit port requests to Windstream prior to August 1, 2008, carriers were required to submit even more information, including the customer name and address, additional customer service information and additional industry carrier codes. In addition, all certificated carriers are required to comply with all applicable state and federal customer proprietary information and porting rules which restrict a carrier's access to

and use of customer account information without proper authorization. Insight has always complied with the Interconnection Agreement as well as all applicable state and federal rules.

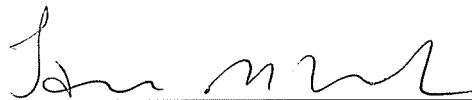
Paragraphs 29 and 30 are accurate. Paragraph 31 regarding Accenture may or may not be accurate but it certainly is not relevant. Paragraph 32 references Windstream's activities in other markets. Insight has no knowledge of Windstream's activities in other markets; however, it is not relevant.

Windstream's paragraphs 33, 34, 35 are false. Insight's paragraph 16 and its attachment accurately set out the needed information on these incidents. Windstream's paragraph 36 is regarding an unnamed carrier of which Insight has no knowledge. It is irrelevant. Paragraph 37 is simply an opinion that cannot be included in these stipulated facts. Insight disputes that people are unable to provide their home telephone number without use of the phone book. Windstream's paragraph 38 is inaccurate and irrelevant.

CONCLUSION

The Stipulated Facts submitted by Insight contain all the necessary information for this Commission to rule on the legal issues at hand. Windstream has not yet provided any comments to those Stipulated Facts; while Insight has, with this pleading, refuted the inaccurate and mostly irrelevant facts Windstream seeks to add.

Respectfully Submitted,



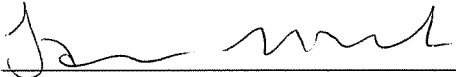
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via U.S. Mail and email on this the 11 day of June 2009 upon:

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