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COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

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

**ANSWER,
RESPONSE TO MOTION FOR EMERGENCY HEARING,
AND RESPONSE TO MOTION FOR FULL INTERVENTION**

Windstream Kentucky East, LLC and Windstream Kentucky West, LLC (collectively, "Windstream") submits the following in response to the Formal Complaint ("Complaint") and Motion for Emergency Hearing ("Emergency Request") filed by Insight Phone of Kentucky, LLC ("Insight") on August 13, 2008 as well as Big River Telephone Company's ("Big River") Motion for Full Intervention ("Big River Intervention") filed on September 4, 2008:

RESPONSE TO EMERGENCY REQUEST AND AFFIRMATIVE STATEMENT

1. Insight has not met and cannot meet its burden of demonstrating any legal or factual basis for its Emergency Request. There simply is no emergency presented. Windstream's consumer protection practices about which Insight complains are consistent across all Windstream affiliate states, and the overwhelming majority of port requests between all Windstream affiliates and

other carriers, including Insight, are processed without delay from such practices and without increased interval times. For example, for the week of August 29, 2008 alone, Insight submitted 229 port requests to Windstream of which only 11% were rejected for the reason that they lacked valid account numbers. Likewise, of the 53 port requests submitted by Big River for the same week, only 11% were rejected for the reason that they lacked valid account numbers. Windstream affiliates across sixteen states rejected only 10% of all orders submitted during the one-week time period for the reason that they did not contain valid account numbers.

2. Insight's desire (as now echoed by Big River) to explore Windstream's practices before the Commission is an investigation in which Windstream is more than willing to participate. As discussed in greater detail below, the Complaint and Big River Intervention raise serious concerns about the validity of these two carriers' customer authorization procedures as well as their compliance with applicable regulations. Such an investigation, however, should be conducted through normal processes and should not be truncated by unsupported claims that emergency treatment is warranted. Neither Insight nor Big River has shown and they cannot show that this proceeding necessitates emergency treatment.

3. As evidenced by the simple facts set forth above, Windstream's practices have created no emergency and do not result in unreasonable delay in the porting process. To the contrary, Windstream's practices are designed to balance competitive interests while better safeguarding customers' interests, including protecting against slamming. As evidenced by the detailed examples of slamming described herein (see Paragraph 21 below), Windstream's practices are reasonable. The fact that Insight and Big River merely assert without substantiation that these consumer protection practices present an inconvenience for their operations does not justify emergency relief.

Customer Authorization

4. Insight and Big River offer competing telephony services in the same territory as Windstream. When a Windstream customer chooses to service providers and consents to have Insight or Big River initiate such a change on his or her behalf, Insight or Big River will submit a carrier change request to Windstream. This process is governed primarily by Federal Communications Commission ("FCC") regulations and in part by the parties' interconnection agreement. Pursuant to the FCC's regulations, Insight or Big River may only submit a carrier change request for a customer's local, intra-LATA, and/or inter-LATA service provider after it has obtained the customer's express authorization in a manner and form that comply with federal regulations. (47 C.F.R. §§ 64.1120, 64.1130) Insight or Big River violate the FCC's slamming rules if they fail to obtain an affirmative valid customer authorization in compliance with the regulations prior to submitting the change request or at all.

5. Customer authorizations (Letters of Authorization or "Customer LOAs") should not be confused (as Insight does - see, ¶7 of the Complaint) with the blanket "Letter of Agency" referenced in Section 17.5 of the Windstream/Insight interconnection agreement, which is discussed below. While the terms "letter of authorization" and "letter of agency" may be confusing and may sometimes refer to similar concepts, in this context, the distinction between the two is critical to understanding the error in Insight's arguments and purported practices. In this context, a Customer LOA refers to the individual end user customer authorization to change service providers, and the vendor Letter of Agency refers only to Insight's intent to have its third-party vendor act as Insight's agent to perform certain functions for Insight. The Letter of Agency in this context is wholly irrelevant to end user customer authorizations.

6. In contrast to the vendor Letter of Agency which is discussed in the following section, Customer LOAs guard against slamming by providing verification of an individual customer's intent to change carriers. FCC rules affirmatively obligate Insight and Big River to obtain and verify from each customer a Customer LOA prior to Insight or Big River submitting a carrier change request to Windstream on behalf of that customer. As discussed below, carriers are required to obtain each customer's authorization prior to the time that the carriers access Windstream's ordering interface or submit any order to Windstream to change a customer's service. Contrary to its assertions in the Complaint, Insight may not access any customer account information merely on the basis of a generic Customer LOA (which is not called for under the federal regulations)¹ or the blanket Letter of Agency from Insight's vendor. (A copy of 47 C.F.R. §§ 64.1120 and 64.1130 are attached hereto as Exhibit A.)

7. As mentioned above, Insight and Big River are required to obtain Customer LOAs in a form and manner prescribed in the FCC's regulations, and failure to do so results in the slamming of customers. Insight attached to the Complaint its purported Customer LOA form called "Letter of Agency for Insight Phone 2.0 Service." Even if Insight were obtaining these forms from each customer in advance of processing a change order on behalf of that customer (which appears questionable), Insight's purported form violates FCC rules. Section 64.1130(b) of the FCC's Rules stipulates that a Customer LOA cannot include language other than that expressly specified as language required to fulfill the "sole purpose" of authorizing a carrier to initiate a preferred carrier change.² Language in Insight's Customer LOA form – such as text authorizing

¹ To the extent that Insight's Complaint makes reference to a generic or blanket Customer LOA, Insight seems to circumvent FCC regulations which require Insight to obtain a Customer LOA from each customer for whom Insight is changing service. It appears that Insight has confused the blanket Letter of Agency (for use only with its vendor) with an individual Customer LOA (required for each customer for whom Insight submits a carrier change request).

² 47 C.F.R. § 64.1130(b) ("The letter of agency shall . . . contain[] only the authorizing language described in paragraph (e) of this section having the sole purpose of authorizing a telecommunications carrier to initiate a preferred carrier change"). Section 64.1130(e) of the FCC's rules states that the Customer LOA must contain

fees for switching service and text binding the customer to specified Insight terms and conditions – falls outside of this sole purpose.³ Accordingly, this Commission should dismiss any claims brought by Insight based upon its invalid Customer LOA form.

8. Moreover, other allegations in the Complaint cast doubt on whether Insight is actually obtaining any Customer LOA (invalid or otherwise) in all instances before it accesses Windstream's ordering interface or submits any carrier change request to Windstream. For instance, Insight alleges that it may access all customer account information on the basis of a "blanket Letter of Agency" (Complaint ¶6) and subsequently implies that it is not receiving the individual customer's authorization until the time that Insight schedules a service appointment with the end user customer (Complaint ¶21).

9. As discussed in greater detail below in the section addressing Access to Windstream's Ordering System (see paragraph 11 below), the Complaint and Big River Intervention raise serious concerns about the practices of Insight and Big River in obtaining valid customer authorizations in compliance with applicable law. Accordingly, Windstream is serving notice on each carrier under their respective interconnection agreements of Windstream's intent to conduct an audit of their Customer LOAs. (Copies of Windstream's notices with the telephone numbers redacted are attached hereto as Exhibit B.)

language confirming: "(1) The subscriber's billing name and address and each telephone number to be covered by the preferred carrier change order; (2) The decision to change the preferred carrier from the current telecommunications carrier to the soliciting telecommunications carrier; (3) That the subscriber designates [insert the name of the submitting carrier] to act as the subscriber's agent for the preferred carrier change; (4) That the subscriber understands that only one telecommunications carrier may be designated as the subscriber's interstate or interLATA preferred interexchange carrier for any one telephone number. . . ; and (5) That the subscriber may consult with the carrier as to whether a fee will apply to the change in the subscriber's preferred carrier." *Id.* at § 64.1130(e).

³ See § 64.1130(e) (failing to include these items in the list of permissible authorizing language).

Letter of Agency

10. In contrast to the individual Customer LOAs described above, Insight submitted to Windstream a blanket Letter of Agency for Insight's third-party vendor. The vendor Letter of Agency is a mechanism included in the Windstream/Insight interconnection agreement (see Section 17.5) and is completely irrelevant to individual customer authorizations to change service providers. Instead, the Letter of Agency allows Insight's vendor, Accenture, to submit port requests to Windstream on Insight's behalf. During negotiations of the parties' interconnection agreement, Insight disclosed that it uses this third-party vendor to perform certain functions (namely, the submission of port requests to Windstream). Absent a Letter of Agency for this vendor, Windstream would not recognize port requests submitted by Accenture, because Windstream has no relationship or interconnection agreement with Accenture. Thus, the parties' negotiated interconnection agreement allows Insight to submit a blanket Letter of Agency authorizing Accenture to act as Insight's agent under the interconnection agreement to perform certain functions on Insight's behalf. To the extent that the Complaint suggests that Accenture's blanket Letter of Agency is sufficient basis on which Accenture may access all Windstream customer proprietary information, that is incorrect, contrary to federal regulations, and is further support for Windstream's duty to audit Insight's Customer LOAs.

Access to Windstream's Ordering System

11. Assuming a carrier obtains valid customer authorization to change a Windstream customer's service provider, then in order to process the change, the carrier (here, Big River or Insight or its agent, Accenture) would access Windstream's ordering interface called Windstream Express to "look up" the limited customer account information to process and submit a port request. Windstream Express cannot be used for marketing purposes of any kind, and a carrier

like Insight or Big River must certify to Windstream that it has obtained a valid Customer LOA prior to the carrier accessing Windstream Express. Again, in order to submit port requests to Windstream prior to August 1, 2008, a carrier such as Big River or Insight used only a telephone number to access Windstream Express and checked a box verifying that it had previously obtained a valid Customer LOA. Beginning on August 1, 2008, carriers have been required to provide a valid customer account number in addition to the telephone number assigned to that account in order to process port requests through Windstream Express and ultimately will be required to enter the account number to obtain any access to any customer account information through Windstream Express.

Windstream's Increased Customer Protection Policy

12. Given increasing reports in the marketplace of identity theft and similar privacy infractions by unscrupulous parties, Windstream has a responsibility to improve the security and protection of its customers' information. As part of its ongoing efforts to safeguard customer information, Windstream affiliates became concerned that a competitive carrier (or its agents or possibly an overzealous sales representative) could misrepresent that the carrier had obtained a valid Customer LOA and still access a Windstream customer's account information and/or process a port request just on the basis of entering a telephone number into Windstream Express. Telephone numbers are generally publicly available through sources such as association directories, business cards, websites, or phone books and may be obtained without any direct communication with a prospective customer.

13. Some carriers could access and may have been accessing customer account information in Windstream Express without valid Customer LOAs, quite possibly for marketing purposes. For example, a carrier could advertise a special promotion asking prospective customers to call

to inquire about specific deals. Then, when a prospective customer calls, that carrier or its agent could enter a Windstream customer's telephone number into Windstream Express to learn the specific services he or she is ordering from Windstream - prior to the carrier ever obtaining a valid Customer LOA from that Windstream customer - and then use that information to market to the customer. Accessing customer account information through Windstream Express in such a manner is unauthorized and unlawful.

14. Such access to Windstream customer information is particularly concerning when Windstream ILECs considered the involvement of third-party vendors. Insight is one such carrier that uses a third-party vendor to submit orders to Windstream Express, but Insight is not the only carrier to do so. In the case of Insight's vendor, Accenture, Windstream's online search shows that Accenture's operations are located mainly outside of the United States. Thus, a vendor such as Accenture may not be subject to the same privacy or CPNI laws or regulations as other entities. Such requirements and considerations compound the concerns expressed above.

15. In seeking to improve the security of its customers' account information, Windstream referenced the FCC's declaratory ruling regarding simple ports (FCC 07-188), which addressed the FCC's desire to balance "consumer concerns about slamming with competitors' interest in ensuring that LNP may not be used in anticompetitive manner to inhibit consumer choice." (*Id.* at ¶48) In its declaratory ruling, the FCC found that the "four fields" (telephone number, account number, ZIP code, and password) that had been suggested by competitive carriers provided sufficient information on which to process simple ports and would "sufficiently protect consumers from slamming" while also helping to "decrease the validation error rate" with port requests. (*Id.* at ¶49)

16. Consistent with the FCC's order, Windstream determined that requiring these same four fields for use in simple ports is competitively reasonable and offers increased protection to customers against unauthorized access to their account information. Consequently, on August 1, 2008, Windstream implemented the policy about which Insight and Big River now complain. Windstream ILECs began requiring carriers to provide an account number on all port requests and ultimately will require carriers to enter a customer's account number (instead of just a telephone number) in order to access any customer account information on Windstream Express when submitting a port request.

17. Windstream's policy better safeguards customer information by requiring carriers and their agents accessing Windstream Express to supply information that is indicative of express customer authorization as opposed to information like a telephone number, which may be readily obtained from public sources. Windstream's policy is not only advisable and entirely consistent with the FCC's declaratory ruling but also helps ensure direct communication with and proper authorization from a prospective customer has occurred prior to any account information being accessed through Windstream Express. Most significantly, Windstream's policy is fully compliant with applicable regulations and results in no unreasonable delay to the porting process.

18. Windstream's new policy was implemented across all of the Windstream ILEC territories and was not directed at any specific carrier. To the contrary, the policy was implemented for the benefit of Windstream's customers and is indicative of the ways in which Windstream intends to continue improving the manner in which it safeguards its customers' information.

Evidence of Slamming

19. As noted previously, Windstream's policy is intended primarily to guard against the unauthorized access to its customers' account information and to protect against the unauthorized

change in a customer's service provider. Both Insight and Big River suggest, incorrectly, that slamming is not an issue for them due to the nature of their services.⁴ Nothing could be farther from the truth.

20. Insight asserts incorrectly that "slamming is not an issue with local telephone services such as the services provided by Insight Phone because in order to serve a customer, Insight Phone must physically go to the customer's home and install wiring and equipment, something that cannot occur without the customer's consent." (Complaint at ¶21.) Again, this statement ignores the important point that Insight is required by federal regulations to obtain a Customer LOA before the time that Insight or Accenture ever accesses specific customer information contained in Windstream Express or submits a port order to Windstream. It is only after these events have occurred that a carrier like Insight or Big River schedules an appointment at the customer's home. Thus, if and when Insight or Big River or any competitive carrier accesses Windstream Express without first having obtained a valid Customer LOA and subsequently submits a customer authorized port order resulting from successful marketing efforts, then they are effectively "slamming" the customer. These statements support Windstream's requests for the Customer LOA audits described in Exhibit B.

21. In fact, Windstream has become aware of instances in Kentucky where Windstream customers apparently have been slammed by Insight. Early in 2008 Insight mass mailed an advertisement labeled "Overpayment Alert" (copy attached hereto as Exhibit C) to customers in the Lexington, Kentucky area. Around the time that Insight distributed the advertisement, Insight submitted port requests to Windstream for two Lexington customers who subsequently contacted

⁴ In the Big River Intervention, Big River states that "it is not possible for Big River Telephone to activate service without a customer's knowledge and agreement." As explained above, these kinds of statements ignore the federal requirement that Big River must have obtained a valid Customer LOA prior to the time that it accesses Windstream Express to submit a port request. It is only after the time that a port request is submitted that Big River schedules an

Windstream to state that they either had not authorized or did not understand that they were authorizing Insight to change their service provider. In one case, over a three-month period, Insight attempted to port one customer three times without the customer's permission. This customer contacted Windstream to cancel his port to Insight on February 13, 2008, after which Insight resubmitted a port request to Windstream on behalf of this same customer on February 14, 2008; the request was subsequently canceled on February 29, 2008 per the customer's request. Remarkably, Insight resubmitted a port request for this same customer on April 10, 2008, after which the customer requested that Windstream cancel the port request on April 30, 2008. Similarly, Windstream received a request from Insight to port another customer on February 1, 2008. The customer contacted Windstream on February 12, 2008 stating that she did not want to port to Insight. As requested by the customer, Windstream canceled the pending port request.⁵

22. It appears that Insight's procedures and the advertisement were confusing to some customers who did not understand or were not made aware that Insight was going to request that Windstream change their service to Insight. These real world examples raise questions as to the use and apparent abuse of Windstream Express by Insight and possibly Accenture either as an up-front marketing tool and/or a method to process port requests without prior valid customer authorization. Such concerns are heightened by statements in the Complaint that Insight believes it has had access to Windstream's customers' CPNI by virtue of a "signed blanket LOA" since January 2, 2008. (Complaint at ¶7) Again, pursuant to law, Insight and Big River are authorized only to access Windstream Express for the purpose of submitting a port request for a customer

appointment with the customer to activate service. Thus, if Big River is obtaining customer authorizations at appointments where it activates service, then it is out of compliance with the federal regulations.

⁵ The customer later ported to Insight on June 11, 2008 and returned to Windstream on July 30, 2008.

after they have obtained a valid Customer LOA for that particular customer. No other use of Windstream Express is authorized or permissible. Statements to the contrary by Insight and Big River cast doubt on the validity of their Customer LOA procedures. Moreover, these statements support the action taken by Windstream to implement its customer safeguard policies.

23. Although Windstream has stated valid and supported concerns with Insight's actions and procedures, Windstream's policies are not aimed at any specific carrier. Windstream affiliates have obtained sufficient evidence across their territories where other Windstream customers were slammed by competing providers. In one instance, the carrier submitting the change request to a Windstream ILEC transposed telephone digits, which resulted in the wrong Windstream customer being converted to that carrier. If the carrier submitting the change also was required to supply a corresponding account number with the telephone number to validate the change order, the wrong customer's service likely would not have been negatively impacted. Very simply, if the telephone number and account number do not correspond, then that is one sign that a change order may be in error. Thus, had Windstream's "four fields" practices been in place, they would have prevented the accidental unauthorized change and achieved the sort of error validation benefit discussed in the FCC's simple port ruling.

Meritless Opposition to Windstream's Increased Customer Protection Policy

24. Both Big River and Insight suggest that Windstream simply should make available the account number information on Windstream Express presumably to simplify their marketing or operational efforts.⁶ Yet, they conveniently ignore the fact that making the account number

⁶ Insight suggests incorrectly that it is entitled to view such information via Windstream Express, because the account number is customer proprietary network information ("CPNI"). Insight, however, fails to provide adequate support for this position and offers instead only an incomplete analysis of applicable law. Insight, notably, does not establish that it has obtained appropriate permission to access any customer account information. Moreover, Insight's request for wholesale production of account numbers is contrary to the FCC's order establishing that port validation should "protect consumers from slamming." FCC 07-188 at ¶ 49.

information available on Windstream Express would completely nullify the intent of Windstream's policy to guard against unauthorized access to customer account information. This suggestion by Big River and Insight does not track with the FCC's discussion of the "four fields" in its declaratory ruling regarding simple ports, which very clearly recognizes the balance between customer protection and port efficiencies. Based on that balancing of competing interests, the FCC determined that the four fields of information (including the account number and password) were reasonably required to process simple ports.

25. Further, Insight is misinformed when it contends that the FCC's Small Entity Compliance Guide ("Guide") (see, e.g., Emergency Request at ¶¶ 9 through 11) prohibits Windstream from requiring the provision of an account number to access Windstream Express. Insight fails to mention that the Guide expressly states that "the customer's account number with the current service provider" may be used in order to validate a request for a simple port. Insight also does not mention that the Guide clearly states that it "may not be exhaustive" and "may not apply in a particular situation based on the circumstances."

26. Additionally, Insight and Big River each suggest that the requirement of an account number "frustrates" customers' ability to choose a telephone provider (Complaint ¶24) and is ill-advised as an account number "typically [is] not committed to a customer's memory" (Big River Intervention p.2). Neither argument has any legal merit. To begin, customers have account numbers readily available to them through various sources such as monthly billing statements, online banking records, or Windstream customer service (as supported by the fact that the vast majority of orders are being processed today with account numbers). Moreover, the notion that an account number is not readily committed to memory is wholly irrelevant. Often telephone numbers are not committed to memory either. Many people today no longer memorize telephone

numbers, including their own, and instead rely heavily on their cellular phone or blackberry telephone directories to refresh their memories. In any event, Windstream is unfamiliar with any requirement that customers must be able to recall all necessary information from memory prior to authorizing a carrier to change their service.

27. Consistent with the FCC's declaratory ruling, requiring an account number to validate a simple port is reasonable. While telephone numbers are readily available to both customers and third parties through a variety of sources, account numbers are more likely to be available only to customers. As such, account numbers offer greater protection against an unauthorized third-party accessing a customer's account information. This protection places Windstream's wholesale customer protections in greater parity with its retail protections which require retail customer verification prior to accessing account information. In short, the benefits of Windstream's policy of safeguarding customer information far outweigh any possible inconvenience Insight or Big River contends it may encounter.

28. Most remarkably, Insight asserts that Windstream's practices are "anti-competitive." (Complaint at ¶25) Such accusations are disingenuous at best from an entity like Insight. Cable companies such as Insight are allowed to and most certainly do refuse competing communications and entertainment companies like Windstream from purchasing at current market prices advertising time on the cable networks to promote competing products and services. This discriminatory treatment, even if legal, seems the purest form of anti-competitive behavior and serves no public interest benefit.

29. Windstream's practices balance customer privacy protections, regulatory compliance, and fair competitive practices, and are all well within the clear boundaries of the law. Indeed, all of Insight's claims of harm and need for emergency resolution of its misplaced claims are belied by

the single statement in its letter dated July 31, 2008 attached to its Emergency Request, in which Insight notes that "[t]housands of Windstream customers have chosen to switch their telephone services to Insight." Indeed, given the kind of success Insight boasts, then there seems little basis for Insight's assertions that Windstream behaves in an anti-competitive manner. Windstream's practices are consistent and advisable and balance customer protections against the competitive need for porting efficiencies. There is no basis in law or fact for the relief requested in the Complaint and Emergency Request, and both should be denied.

30. Windstream denies all allegations in the Emergency Request unless specifically admitted herein. Moreover, Windstream denies that Insight's requested emergency relief is necessary or appropriate, and Windstream reserves the right to plead further in this matter as may be necessary.

ANSWER

31. Windstream incorporates Paragraphs 1 through 30 above as if more fully set forth herein and denies all allegations in the Complaint unless specifically admitted.

32. Windstream admits the statements in Paragraphs 1 and 2 of the Complaint except that Windstream states that its corporate headquarters are located in Little Rock, Arkansas.

33. Upon information and belief, Windstream admits Insight's information in Paragraph 3.

34. With respect to Paragraphs 4 through 6 and 8, Windstream states that the authorities cited are written documents which speak for themselves.

35. Windstream denies the allegations in Paragraph 7 that Insight is entitled to access CPNI on the basis of a blanket form.

36. Windstream denies the allegations in Paragraphs 9 through 11 and 13 through 18 except that Windstream implemented its "four fields" policy on August 1, 2008 and states that the authorities cited are written documents which speak for themselves.

37. Windstream is without information to confirm or deny the allegations in Paragraph 12 regarding Insight's practices and, therefore, denies the allegations.

38. With respect to Paragraph 19, Windstream admits that Insight requested Windstream to make the account number information available on Windstream Express.

39. Windstream denies the allegations in Paragraphs 20 through 25 except that Windstream admits that its practices are a protection against slamming.

40. Windstream denies that Insight's requested relief is appropriate, necessary, or lawful.

41. Windstream reserves the right to plead further in this matter as may be necessary.

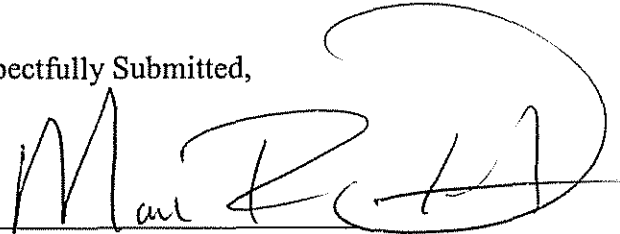
RESPONSE TO BIG RIVER INTERVENTION

42. Windstream incorporates Paragraphs 1 through 41 above as if more fully set forth herein.

43. Windstream does not object to the Big River Intervention. Given the concerns raised therein about Big River's Customer LOA processes, Windstream believes that it is prudent to include Big River along with Insight in the investigation of these matters.

WHEREFORE, Windstream requests that the Commission refuse the Emergency Request; deny the relief requested in the Complaint; grant the Big River Intervention; and grant all other necessary and proper relief to which Windstream is entitled.

Respectfully Submitted,

By: 

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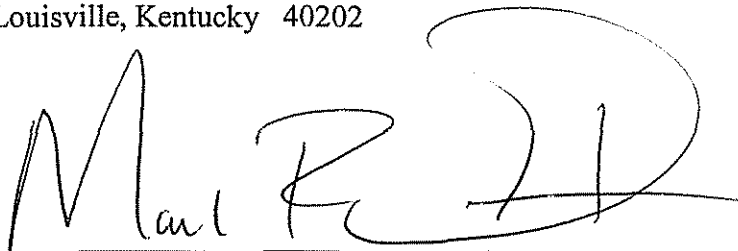
COUNSEL FOR WINDSTREAM KENTUCKY EAST,
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CERTIFICATE OF SERVICE

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 8th day of September, 2008 upon:

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A handwritten signature in black ink, appearing to read "Mark R. Overstreet", written over a horizontal line.

Mark R. Overstreet

EXHIBIT A

TITLE 47 -- TELECOMMUNICATION
CHAPTER I -- FEDERAL COMMUNICATIONS COMMISSION
SUBCHAPTER B -- COMMON CARRIER SERVICES
PART 64 -- MISCELLANEOUS RULES RELATING TO COMMON CARRIERS
SUBPART K -- CHANGES IN PREFERRED TELECOMMUNICATIONS SERVICE
PROVIDERS

47 CFR 64.1120

§ 64.1120 Verification of orders for telecommunications service.

(a) No telecommunications carrier shall submit or execute a change on the behalf of a subscriber in the subscriber's selection of a provider of telecommunications service except in accordance with the procedures prescribed in this subpart. Nothing in this section shall preclude any State commission from enforcing these procedures with respect to intrastate services.

(1) No submitting carrier shall submit a change on the behalf of a subscriber in the subscriber's selection of a provider of telecommunications service prior to obtaining:

(i) Authorization from the subscriber, and

(ii) Verification of that authorization in accordance with the procedures prescribed in this section. The submitting carrier shall maintain and preserve records of verification of subscriber authorization for a minimum period of two years after obtaining such verification.

(2) An executing carrier shall not verify the submission of a change in a subscriber's selection of a provider of telecommunications service received from a submitting carrier. For an executing carrier, compliance with the procedures described in this part shall be defined as prompt execution, without any unreasonable delay, of changes that have been verified by a submitting carrier.

(3) Commercial mobile radio services (CMRS) providers shall be excluded from the verification requirements of this part as long as they are not required to provide equal access to common carriers for the provision of telephone toll services, in accordance with 47 U.S.C. 332(c)(8).

(b) Where a telecommunications carrier is selling more than one type of telecommunications service (e.g., local exchange, intraLATA toll, and interLATA toll), that carrier must obtain separate authorization from the subscriber for each service sold, although the authorizations may be obtained within the same solicitation. Each authorization must be verified separately from any other authorizations obtained in the same solicitation. Each authorization must be verified in accordance with the verification procedures prescribed in this part.

(c) No telecommunications carrier shall submit a preferred carrier change order unless and until the order has been confirmed in accordance with one of the following procedures:

(1) The telecommunications carrier has obtained the subscriber's written or electronically signed authorization in a form that meets the requirements of § 64.1130; or

(2) The telecommunications carrier has obtained the subscriber's electronic authorization to submit the preferred carrier change order. Such authorization must be placed from the telephone number(s) on which the preferred carrier is to be changed and must confirm the information in paragraph (a)(1) of this section. Telecommunications carriers electing to confirm sales electronically shall establish one or more toll-free telephone numbers exclusively for that purpose. Calls to the number(s) will connect a subscriber to a voice response unit, or similar mechanism, that records the required information regarding the preferred carrier change, including automatically recording the originating automatic number identification; or

(3) An appropriately qualified independent third party has obtained, in accordance with the procedures set forth in paragraphs (c)(3)(i) through (c)(3)(iv) of this section, the subscriber's oral authorization to submit the preferred carrier change order that confirms and includes appropriate verification data (e.g., the subscriber's date of birth or social security number). The independent third party must not be owned, managed, controlled, or directed by the carrier or the carrier's marketing agent; must not have any financial incentive to confirm preferred carrier change orders for the carrier or the carrier's marketing agent; and must operate in a location physically separate from the carrier or the carrier's marketing agent.

(i) Methods of third party verification. Automated third party verification systems and three-way conference calls may be used for verification purposes so long as the requirements of paragraphs (c)(3)(ii) through (c)(3)(iv) of this section are satisfied.

(ii) Carrier initiation of third party verification. A carrier or a carrier's sales representative initiating a three-way conference call or a call through an automated verification system must drop off the call once the three-way connection has been established.

(iii) Requirements for content and format of third party verification. Any description of the carrier change transaction by a third party verifier must not be misleading, and all third party verification methods shall elicit, at a minimum: The date of the verification; the identity of the subscriber; confirmation that the person on the call is authorized to make the carrier change; confirmation that the person on the call wants to make the carrier change; confirmation that the person on the call understands that a carrier change, not an upgrade to existing service, bill consolidation, or any other misleading description of the transaction, is being authorized; the names of the carriers affected by the change (not including the name of the displaced carrier); the telephone numbers to be switched; and the types of service involved (including a brief description of a service about which the subscriber demonstrates confusion regarding the nature of that service). Except in Hawaii, any description of interLATA or long distance service shall convey that it encompasses both international and state-to-state calls, as well as some intrastate calls where applicable. If the subscriber has additional questions for the carrier's sales representative during the verification, the verifier shall indicate to the subscriber that, upon completion of the verification process, the subscriber will have authorized a carrier change. Third party verifiers may not market the carrier's services by providing additional information, including information regarding preferred carrier freeze procedures.

(iv) Other requirements for third party verification. All third party verifications shall be conducted in the same language that was used in the underlying sales transaction and shall be recorded in their entirety. In accordance with the procedures set forth in 64.1120(a)(1)(ii), submitting carriers shall maintain and preserve audio records of verification of subscriber authorization for a minimum period of two years after obtaining such verification. Automated systems must provide consumers with an option to speak with a live person at any time during the call.

(4) Any State-enacted verification procedures applicable to intrastate preferred carrier change orders only.

(d) Telecommunications carriers must provide subscribers the option of using one of the authorization and verification procedures specified in § 64.1120(c) in addition to an electronically signed authorization and verification procedure under 64.1120(c)(1).

(e) A telecommunications carrier may acquire, through a sale or transfer, either part or all of another telecommunications carrier's subscriber base without obtaining each subscriber's authorization and verification in accordance with § 64.1120(c), provided that the acquiring carrier complies with the following streamlined procedures. A telecommunications carrier may not use these streamlined procedures for any fraudulent purpose, including any attempt to avoid liability for violations under part 64, subpart K of the Commission rules.

(1) No later than 30 days before the planned transfer of the affected subscribers from the selling or transferring carrier to the acquiring carrier, the acquiring carrier shall file with the Commission's Office of the Secretary a letter notification in CC Docket No. 00-257 providing the names of the parties to the transaction, the types of telecommunications services to be provided to the affected subscribers, and the date of the transfer of the subscriber base to the acquiring carrier. In the letter notification, the acquiring carrier also shall certify compliance with the requirement to provide advance subscriber notice in accordance with § 64.1120(e)(3), with the obligations specified in that notice, and with other statutory and Commission requirements that apply to this streamlined process. In addition, the acquiring carrier shall attach a copy of the notice sent to the affected subscribers.

(2) If, subsequent to the filing of the letter notification with the Commission required by § 64.1120(e)(1), any material changes to the required information should develop, the acquiring carrier shall file written notification of these changes with the Commission no more than 10 days after the transfer date announced in the prior notification. The Commission reserves the right to require the acquiring carrier to send an additional notice to the affected subscribers regarding such material changes.

(3) Not later than 30 days before the transfer of the affected subscribers from the selling or transferring carrier to the acquiring carrier, the acquiring carrier shall provide written notice to each affected subscriber of the information specified. The acquiring carrier is required to fulfill the obligations set forth in the advance subscriber notice. The advance subscriber notice shall be provided in a manner consistent with 47 U.S.C. 255 and the Commission's rules regarding

accessibility to blind and visually-impaired consumers, 47 CFR 6.3, 6.5 of this chapter. The following information must be included in the advance subscriber notice:

- (i) The date on which the acquiring carrier will become the subscriber's new provider of telecommunications service,
- (ii) The rates, terms, and conditions of the service(s) to be provided by the acquiring carrier upon the subscriber's transfer to the acquiring carrier, and the means by which the acquiring carrier will notify the subscriber of any change(s) to these rates, terms, and conditions.
- (iii) The acquiring carrier will be responsible for any carrier change charges associated with the transfer, except where the carrier is acquiring customers by default, other than through bankruptcy, and state law requires the exiting carrier to pay these costs;
- (iv) The subscriber's right to select a different preferred carrier for the telecommunications service(s) at issue, if an alternative carrier is available,
- (v) All subscribers receiving the notice, even those who have arranged preferred carrier freezes through their local service providers on the service(s) involved in the transfer, will be transferred to the acquiring carrier, unless they have selected a different carrier before the transfer date; existing preferred carrier freezes on the service(s) involved in the transfer will be lifted; and the subscribers must contact their local service providers to arrange a new freeze.
- (vi) Whether the acquiring carrier will be responsible for handling any complaints filed, or otherwise raised, prior to or during the transfer against the selling or transferring carrier, and
- (vii) The toll-free customer service telephone number of the acquiring carrier.

TITLE 47 -- TELECOMMUNICATION
CHAPTER I -- FEDERAL COMMUNICATIONS COMMISSION
SUBCHAPTER B -- COMMON CARRIER SERVICES
PART 64 -- MISCELLANEOUS RULES RELATING TO COMMON CARRIERS
SUBPART K -- CHANGES IN PREFERRED TELECOMMUNICATIONS SERVICE
PROVIDERS

47 CFR 64.1130

§ 64.1130 Letter of agency form and content.

(a) A telecommunications carrier may use a written or electronically signed letter of agency to obtain authorization and/or verification of a subscriber's request to change his or her preferred carrier selection. A letter of agency that does not conform with this section is invalid for purposes of this part.

(b) The letter of agency shall be a separate document (or an easily separable document) or located on a separate screen or webpage containing only the authorizing language described in paragraph (e) of this section having the sole purpose of authorizing a telecommunications carrier to initiate a preferred carrier change. The letter of agency must be signed and dated by the subscriber to the telephone line(s) requesting the preferred carrier change.

(c) The letter of agency shall not be combined on the same document, screen, or webpage with inducements of any kind.

(d) Notwithstanding paragraphs (b) and (c) of this section, the letter of agency may be combined with checks that contain only the required letter of agency language as prescribed in paragraph (e) of this section and the necessary information to make the check a negotiable instrument. The letter of agency check shall not contain any promotional language or material. The letter of agency check shall contain in easily readable, bold-face type on the front of the check, a notice that the subscriber is authorizing a preferred carrier change by signing the check. The letter of agency language shall be placed near the signature line on the back of the check.

(e) At a minimum, the letter of agency must be printed with a type of sufficient size and readable type to be clearly legible and must contain clear and unambiguous language that confirms:

(1) The subscriber's billing name and address and each telephone number to be covered by the preferred carrier change order;

(2) The decision to change the preferred carrier from the current telecommunications carrier to the soliciting telecommunications carrier;

(3) That the subscriber designates [insert the name of the submitting carrier] to act as the subscriber's agent for the preferred carrier change;

(4) That the subscriber understands that only one telecommunications carrier may be designated

as the subscriber's interstate or interLATA preferred interexchange carrier for any one telephone number. To the extent that a jurisdiction allows the selection of additional preferred carriers (e.g., local exchange, intraLATA toll, interLATA toll, or international interexchange), the letter of agency must contain separate statements regarding those choices, although a separate letter of agency for each choice is not necessary; and

(5) That the subscriber may consult with the carrier as to whether a fee will apply to the change in the subscriber's preferred carrier.

(f) Any carrier designated in a letter of agency as a preferred carrier must be the carrier directly setting the rates for the subscriber.

(g) Letters of agency shall not suggest or require that a subscriber take some action in order to retain the subscriber's current telecommunications carrier.

(h) If any portion of a letter of agency is translated into another language then all portions of the letter of agency must be translated into that language. Every letter of agency must be translated into the same language as any promotional materials, oral descriptions or instructions provided with the letter of agency.

(i) Letters of agency submitted with an electronically signed authorization must include the consumer disclosures required by Section 101(c) of the Electronic Signatures in Global and National Commerce Act.

(j) A telecommunications carrier shall submit a preferred carrier change order on behalf of a subscriber within no more than 60 days of obtaining a written or electronically signed letter of agency. However, letters of agency for multi-line and/or multi-location business customers that have entered into negotiated agreements with carriers to add presubscribed lines to their business locations during the course of a term agreement shall be valid for the period specified in the term agreement.

EXHIBIT B

Windstream Communications, Inc.
4001 Rodney Parham Road
1170 - B1F02-12A
Little Rock, AR 72212

Lynn Hughes
Director -- Interconnection



September 8, 2008

VIA OVERNIGHT DELIVERY

Big River Telephone Company

Attn: John Jennings

24 S. Minnesota Ave.

Cape Girardeau, MO 63703

Re: Request for Customer Executed Letters of Authorization

Dear Mr. Jennings,

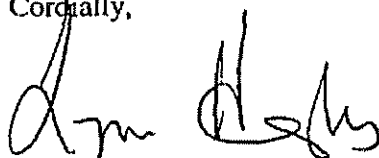
Big River Telephone's statements in its recent motion for full intervention in Case No. 2008-00335, suggest that Big River Telephone may not be obtaining the customer's approval required by Federal Rules and Regulations before accessing customer information in Windstream's wholesale systems. Specifically, on page 2 of its motion, Big River Telephone states "Finally, like Insight Communications, Big River Telephone must dispatch a technician to its subscriber premises in order to activate new service using the ported number. Accordingly, it is not possible for Big River Telephone to activate service without a customer's knowledge and agreement." Clearly, Big River Telephone's visit to a customer's home occurs well after Big River Telephone views customer information and submits change orders through Windstream Express. Big River Telephone is required to obtain valid customer authority prior to it accessing Windstream Express. The parties interconnection agreement (Big River adopted the agreement between GTE and AT&T Communications of the South Central States) further defines this requirement. Section 7.0 states "AT&T and GTE each shall comply with all Applicable Law that relates to its obligations under or activities in connection with this Agreement". Therefore, Windstream is requesting the customer executed Letters of Authorization (including the recordings for any third party verifications) for all orders Big River Telephone submitted to Windstream during the following periods:

- June 11th, 12th and 13th
- August 18th, 19th and 20th

We request that Big River Telephone provide the authorizations by September 19, 2008.

Please call me if you need any clarification regarding the information requested.

Cordially,

A handwritten signature in black ink, appearing to read "Lynn Hughes". The signature is written in a cursive style with a large initial "L" and "H".

Lynn Hughes

Windstream Communications, Inc.
4001 Rodney Parham Road
1170 - B1F02-12A
Little Rock, AR 72212

Lynn Hughes
Director - Interconnection



September 8, 2008

OVERNIGHT DELIVERY

Insight Phone of Kentucky
Attn: Greg Cameron & Nicole Crauwels
810 7th Avenue, Floor 41
New York, NY 10019

Re: Request for Customer Executed Letters of Authorization

Dear Mr. Cameron and Ms. Crauwels,

This letter serves as formal notice under the parties' interconnection agreement of Windstream's request to Insight for the customer executed Letters of Authorization for certain customers to change local service providers. This formal request is made pursuant to Section 17.4.2 of the General Terms and Conditions of the executed interconnection agreement between our companies. These customers are identified by the following telephone numbers:

1. [REDACTED]
2. [REDACTED]

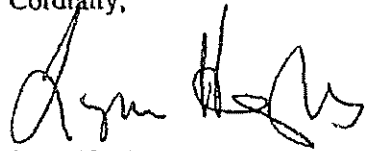
Insight statements in its recent Kentucky commission filing (Case No. 2008-00335), suggest that Insight may not be obtaining the customer's approval required by Federal Rules and Regulations before accessing customer information in Windstream's wholesale systems. Specifically, in Paragraph 21 of its complaint, Insight states "slamming is not an issue with local telephone services such as the services provided by Insight Phone because in order to serve a customer, Insight Phone must physically go to the customer's home and install wiring and equipment, something that cannot occur without the customer's consent." Clearly, Insight's visit to a customer's home occurs well after Insight views customer information and submits change orders through Windstream Express. Insight is required to obtain valid customer authority prior to it or Accenture accessing Windstream Express. Therefore, Windstream is requesting the customer executed Letters of Authorization (including the recordings for any third party verifications) for all orders Insight submitted to Windstream during the following periods:

- May 7th, 8th and 9th
- July 16th, 17th and 18th

Windstream requests the authorizations for the first two customers within three days of receipt of this letter. For the remaining authorizations for the stated May and July dates, we request that Insight provide the information by September 19, 2008.

Please call me if you need any clarification regarding the information requested.

Cordially,

A handwritten signature in black ink, appearing to read "Lynn Hughes". The signature is written in a cursive style with a large initial "L".

Lynn Hughes

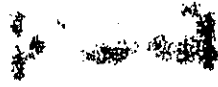




EXHIBIT C

OVERPAYMENT ALERT

Estimated Savings: Up to \$200 a year	Customer ID: BUN NC P DP E2 0208
Please acknowledge by: March 31, 2008	Message: You may qualify for substantial savings on your television and home phone service. In many cases, residents in the 40513 zip code area who use a telephone or satellite company for those services are overpaying by \$5 to \$15 per month. To verify that you are currently getting the lowest price possible on your television and home phone service, please call 1-800-489-4168 before March 31, 2008. Reference code: BUN NC P DP E2 0208. There is no cost or obligation for this information. Call today to see how much you could save.
Candidate:  *****AUTO**SCH 5-DIGIT 40513 BNPDE23 00333 00001 000149860 Current Resident 2193 Carolina Ln Lexington, KY 40513-1535 	
Recipients should confirm by phone: 1-800-489-4168	

CUSTOMER COPY-KEEP FOR YOUR RECORDS

Insight Communications
4701 Commerce Crossings Dr.
Louisville, KY 40229

PRSRT STD
U.S. Postage
PAID
Insight
Communications
BUN_NC_P_DP_E2_0208

OVERPAYMENT ALERT