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February 9, 2009

VIA OVERNIGHT DELIVERY

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602

RECEIVED

FEB 10 2009

**PUBLIC SERVICE
COMMISSION**

**Re: Insight Phone of Kentucky, LLC, v. Windstream
Kentucky East, LLC, and Windstream Kentucky West, LLC,
Case Number 2008-00335**

Dear Mr. Derouen:

Please find for filing two copies of Insight's reply to Windstream's response pursuant to the Commission's Order dated January 13, 2009.

A copy will be faxed, also.

Sincerely,

Laurence J. Zielke
Janice M. Theriot

cc. Counsel of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
FEB 10 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 ANSWER TO WINDSTREAM'S ALLEGATIONS SET FORTH IN
WINDSTREAM'S ANSWER TO INSIGHT'S FORMAL COMPLAINT

INTRODUCTION

Insight Phone of Kentucky, LLC (hereinafter "Insight Phone"), by counsel, petitioned the Public Service Commission of the Commonwealth of Kentucky (hereinafter "Commission") to enter an order requiring Windstream Kentucky East, LLC and Windstream Kentucky West, LLC (hereinafter, collectively "Windstream") to either stop requiring account numbers for ports or, if it requires account numbers, to provide access to them on its Windstream Express interface when a customer has authorized such access. Windstream filed an Answer in Response and the Commission ordered that Insight reply to Windstream's Answer. Insight further requests that the Commission order Windstream to end its requirement that Customer Service Inquiries cannot be made without a Windstream Account Number implemented on November 2, 2008.

1. Windstream's Paragraphs 1 and 2 are in response to Insight's motion for emergency relief which has been ruled upon; therefore, they are irrelevant. Insight is without information and belief to confirm or deny the factual statements in Windstream's Paragraphs 1 and 2. Windstream asserts in its Answer that only 11% of Insight's ports were rejected for lack

of account number. Even accepting this as accurate, this represents significant harm to Insight and to the customers who, as a result of Windstream's actions, are unable to take advantage of the porting laws and regulations. This also does not consider the unjustified additional work Insight must do prevent a port order from being rejected due to Windstream's policies and the additional delays in scheduling a customer port. The clear net affect of Windstream's practices is to deny a substantial number of customers the opportunity of the benefits of local telephone competition.

2. Windstream makes unsupported allegations of "slamming" in Paragraphs 3 through 6 which Insight denies. Insight also states that a procedure for addressing "slamming" allegations is in place and does not require or allow Windstream to unilaterally deny Insight information required by federal and state law as well as the Interconnection Agreement ("ICA") which govern the relationship between Windstream and Insight.

3. Windstream, beginning in Paragraph 3 and including Paragraphs 4, 5, and 6 states that Insight has no right to customer information, ignoring the clear language of the ICA which states: "Subject to applicable rules, orders, and decisions, Windstream will provide Insight Phone with access to Customer Proprietary Network Information (CPNI) for Windstream End Users upon Insight Phone providing Windstream a signed **blanket Letter of Agency** (LOA) for Windstream's Customer of record." (Emphasis added.) Windstream attempts to rewrite the ICA to claim that the "blanket Letter of Agency" quoted in Section 17 is really a "Letter of Authorization" and is not the document that states in its reference line "Blanket Letter of Agency" and is attached to Insight's Formal Complaint. Windstream is wrong. The Blanket Letter of Agency is the document with those words on it, not some other document.

4. Insight provided Windstream a Blanket Letter of Agency consistent with the Blanket Letter of Agency it provides all other carriers, as required under the ICA, and Windstream has never indicated that the Blanket Letter of Agency provided is not sufficient. Windstream's practices are contrary to the FCC's rules, which specifically prohibit an executing carrier from taking any action to verify whether a submitting carrier has obtained customer authorization for a carrier change. See 47 C.F.R. §. 64.1120(a)(2) attached as Exhibit A. Requiring Insight or any other carrier to obtain the Windstream customer account number from a customer before executing a port, without making the customer account number available as part of the customer's service records, constitutes a form of verification and therefore is not permitted by the FCC rules. Windstream's practices are also contrary to the clear language of Section. 17.4 of the ICA.

5. Windstream has no evidence of any alleged slamming by Insight. Insight must go to each customer's home to initiate service. If Insight has not received authorization from the customer to initiate service before the home visit, the customer would not allow Insight to continue initiation. Insight agrees with Windstream's observation in paragraph 5 of its Answer that the blanket LOA referenced in Section 17.5 of the Interconnection Agreement is different than the customer letter of agency but fully disagrees with Windstream's erroneous assertion that there is any error in Insight's arguments or practices.

6. Windstream is wrong when, in paragraph 6 of its Answer, it falsely asserts that "Insight may not access any customer account information merely on the basis of a generic Customer LOA" or the blanket LOA from Insight's vendor. This is a misrepresentation of the FCC Rules and Insight's Complaint, and is contrary to the specific language set forth in Section 17.4 of the Interconnection Agreement. Under Section 64.1120 of the FCC Rules as stated

above, no carrier may submit a carrier change on behalf of a customer without obtaining authorization from the customer and verifying that authorization in accordance with the verification procedures prescribed in subpart (c). However, nowhere in Section 64.1120 or Section 64.1130, or any section, of the FCC Rules does it require that carriers obtain a customer letter of agency or letter of authorization prior to accessing customer account information through Windstream's ordering interface. In fact, Section 17.4 of the Interconnection Agreement specifically states that "Subject to applicable rules, orders, and decisions, Windstream will provide Insight with access to Customer Proprietary Network Information (CPNI) for Windstream End Users upon Insight providing Windstream a signed blanket Letter of Agency (LOA) for Windstream's Customer of record, based on Insight's representation that subscriber has authorized Insight to obtain such CPNI." Windstream assumes in its Answer that a blanket Letter of Agency is the same as a customer Letter of Authorization. It is not. Pursuant to Section 17.4 and Section 17.5 of the Interconnection Agreement, Insight (not its vendor) provided Windstream with a Blanket LOA, consistent with the Blanket LOA we provide all other carriers, and Windstream has never indicated that the Blanket LOA provided is not sufficient under the Interconnection Agreement.

7. In Windstreams' Paragraphs 7 through 10, it attempts to redefine slamming by stating that failure to obtain authorization for access to customer records in a manner that does not comport with FCC regulations is slamming. First, slamming would occur only if Insight actually ports a customer's service to Insight without the customer's permission. See 47 C.F.R. §. 64.1100(e) Windstream has no evidence this has ever occurred.

8. In Windstream's paragraph 7 it argues that Insight's customer letter of authorization form is somehow flawed and is not valid because it includes a sentence

“authorizing fees for switching service’ and text referencing Insight’s terms and conditions. Windstream has again misrepresented the facts for its benefit as the referenced sentence actually notifies customers that their existing telephone company (not Insight) may charge them a fee to switch their service, consistent with Section 64.1130(e)(5) of the FCC Rules. Second, if Windstream believes that Insight’s procedures do not comport with FCC regulations, it has the ability to discuss that with Insight and does not have the authority to unilaterally ignore state and federal law as well as the ICA. The ICA sets out a procedure for the examination of slamming allegations in Paragraph 17. It allows Windstream to request specific End User information to investigate specific slamming complaints. ICA ¶17.4.2. Windstream may identify a customer that it reasonably believes has been slammed and investigate Insight’s procedures as it relates to that customer.

9. Windstream is not authorized by the ICA or any body of law to create barriers to customer service because it has unspecified suspicions of slamming. In fact, under the FCC Rules, Windstream is strictly prohibited from taking any action to verify whether Insight or any other carrier has obtained customer authorization for a carrier change, this includes any refusal to process a carrier change request that it believes is invalid. Section 64.1120(a)(2) of the FCC Rules state that “[a]n 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.” 47 C.F.R. § 64.1120(a)(2). Windstream’s argument that somehow one sentence in Insight’s customer letter of authorization form renders the form invalid and,

therefore, the “Commission should dismiss any claims brought by Insight” is unsubstantiated, irrelevant and unresponsive to the issues set forth in the Complaint.

10. Windstream, in paragraph 8, states that “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.” Windstream wrongly infers that Insight is required to obtain a customer letter of authorization prior to accessing Windstream’s interface. This misrepresentation is contrary to the FCC Rules and Section 222(c)(2) of the Telecommunications Act, which states that a telecommunications carrier shall disclose customer proprietary network information to any person designated by the customer. Thus, once Insight has obtained the customer’s authorization to access their customer proprietary network information with Windstream, Windstream is required to provide that information to Insight. Neither the FCC Rules nor the Telecommunications Act require that Insight obtain a customer letter of authorization prior to accessing customer account information through Windstream’s interface. Rather, consistent with the applicable FCC Rules, the Telecommunications Act, industry standards and the Interconnection Agreement, Insight is permitted to, and does, obtain a customer’s oral authorization to access their customer proprietary network information with Windstream. This is completely unrelated to a customer’s authorization to port. Thus, pursuant to the plain language in Section 17.4 of the Interconnection Agreement Insight has provided Windstream a blanket LOA for access to CPNI for Windstream’s end users based on Insight’s representation that a subscriber has authorized Insight to obtain such CPNI. (It does not say based on Insight’s representation that subscriber has provided a customer letter of authorization to obtain such CPNI.)

11. Windstream further twists Insight's position and makes illogical conclusions when it states that Insight alleges that it may access all customer account information based on a blanket LOA and somehow implies in the Complaint that it does not receive an individual customer's authorization until the time that Insight schedules a service appointment. Insight has never alleged that it may access all customer account information based on a blanket LOA. The blanket LOA provided pursuant to Section 17.4 is Insight's representation that a subscriber has authorized Insight to obtain their CPNI and Insight, or its representative, shall obtain only the CPNI for that subscriber that has granted Insight authorization to access their CPNI. As noted above, Insight has always obtained a customer's authorization prior to accessing their customer proprietary network information with Windstream and has never implied otherwise. Again, Windstream's policies violate the language in Section 17 providing Insight access to CPNI upon "Insight Phone providing Windstream a signed **blanket Letter of Agency.**" The word "blanket" in that quote is simply ignored by Windstream.

12. In paragraph 9, Windstream states that it is serving notice of its intent to conduct an audit of Insight's customer letters of agency and references its notices sent to Insight. Section 17.4.2 of the Interconnection Agreement allows Windstream to request specific End User information in order to investigate specific slamming complaints. Insight investigated Windstream's request regarding two telephone numbers and provided a detailed response to Windstream with the results of its investigation which shows that Insight did not slam either customer. Windstream is not entitled to conduct a general audit on a fishing expedition but is only entitled to investigate specific allegations.

13. In paragraph 10, Windstream again argues against a misconstrued Insight position when it states that "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.” As explained above, Insight has never suggested that the blanket LOA that Insight provided, not Accenture, is a sufficient basis to access all Windstream customer proprietary information. Insight’s blanket LOA is, however, for the reasons outlined above, a sufficient basis for Insight, or its representative, to obtain only the CPNI for that subscriber that has granted Insight authorization to access their CPNI. Windstream’s argument that its misrepresentation of the Complaint and the FCC Rules somehow grant it a “duty” to audit Insight’s Customer LOAs is a farfetched leap that is unsupported by the FCC Rules or the Interconnection Agreement.

14. Windstream’s outline of its procedures in Paragraph 11 provides further evidence of its violation of FCC Rules. Windstream indicates that a carrier can only access Windstream’s interface after a customer has authorized a change in service provider and then only to submit a port request. This is contrary to the FCC Rules, Section 222 of the Telecommunications Act, and standard industry practices, all of which permit a customer to authorize any third party to view his or her CPNI at any time, regardless of whether the customer has made a decision to change service providers. Moreover, Section 17.4.2 of the Interconnection Agreement specifically states, “The requesting Party will document End User permission obtained to receive CPNI, whether or not to End User has agreed to change Local Service Providers.”

15. The general statements regarding the marketplace and possible theories in Windstream’s Paragraphs 12 and 13 are irrelevant and do not justify unilaterally ignoring state and federal law as well as the language of the ICA. Insight has always obtained customer authorization before requesting that customer’s CPNI from Windstream in accordance with Section 222 of the Telecommunications Act. If Windstream believes that Insight failed to obtain authorization to access CPNI for a specific Ender User, pursuant to the ICA at ¶17.4, it should

request dispute resolution in accordance with the ICA. This specific term of the ICA controls and prevents Windstream from fashioning its own remedy outside the ICA.

16. In Paragraph 14, Windstream states that Insight's vendor, Accenture, "may not be subject to the same privacy or CPNI laws or regulations as other entities." As Insight's vendor, Accenture acts on Insight's behalf and Insight is subject to all privacy and CPNI laws and regulations. Moreover, Accenture is well known in the industry and engages with similar transactions with most carriers in the industry. Windstream's alleged concerns with Accenture are fabricated because if it actually had concerns it would have brought it up before now. If Windstream had any actual concern about Accenture, it must renegotiate the terms of the ICA, not fashion its own remedy ignoring the ICA.

17. Windstream, in Paragraph 15, distorts the FCC's declaratory ruling regarding simple ports as justification for requiring four fields (telephone number, account number, zip code, and password) to protect against slamming. The FCC's ruling does exactly the opposite of what Windstream states; the FCC ruling requires providers to stop erecting road blocks to porting by requiring more information than the minimum needed to identify a customer. The FCC ruling specifically dismisses slamming as an excuse for erecting road blocks. The FCC's only mention of slamming throughout the entire FCC Order is in its dismissal of concerns about slamming raised by commenters in the proceeding. There is nothing in the FCC Order that suggests that any of the information provided in a simple port is to be used to establish that the customer has authorized the port.

18. Windstream in citing the FCC Order mistakenly indicated that the FCC mentions slamming in paragraph 48 and 49. However, both sentences cited by Windstream are located in paragraph 49 of the FCC Order. The FCC declared its intent in issuing the Order, which

Windstream purposefully disregards, when it stated, “we clarify that no entities obligated to provide LNP may obstruct or delay the porting process by demanding from the porting-in entity information in excess of the minimum information needed to validate the customer’s request.” (FCC 07-188, paragraph 16) A review of the FCC Order regarding simple ports reveals that the FCC wanted to make sure the right number is being ported without unreasonable delay or unreasonable procedures that have the effect of delaying or denying a customer’s right to port their telephone number.

19. The FCC recognized that “burdensome porting-related procedures play a role in the difficulties providers experience when seeking to fulfill customer’s desire to port their numbers, particularly given the incentives that providers have to obstruct the porting process.” (Paragraph 42) The FCC, while not replacing standard Local Service Request (LSR) form ports, sought to establish an alternative simple port process that carriers can use to expedite porting when it concluded that “LNP validation for simple ports should be based on no more than four fields.” (Paragraph 48) The FCC noted that the four fields referenced are the maximum, not the minimum, fields of information necessary to validate a port and pointed out that the wireless industry uses only three fields of information to validate a port request. Windstream, however, in requiring carriers to provide all four field of information for simple ports fails to recognize that most carriers in the industry are processing simple port requests with only two fields of information, the telephone number and the zip code.

20. In Paragraph 16, Windstream reveals that to offer “increased protection to customers” on August 1, 2008, Windstream began requiring carriers to enter a customer’s account number on all port requests. This despite the fact that the FCC specifically states that a “porting-out provider may not require more information than is a minimal but reasonable

amount” and may not obstruct or delay a porting request by demanding more information than that which is needed to fulfill the requests. (Paragraph 42) Windstream had no problem processing port requests without a customer account number prior to August 1, 2008, and has all but admitted in its Answer that it does not need the customer account number in order to fulfill a porting request. Instead, it states that it is requiring the account number to protect against a possible claim of slamming, which Windstream has not even made until its Answer.

21. Windstream makes reference to the FCC Order as justification for its requirement that carriers enter a customer’s account number on all port requests, but disregards the fact that the simple port order did not relieve it of its obligations under Section 64.1120(a)(2) which, as referenced above, prohibits an executing carrier from verifying the submission of a change in a subscribers selection of a provider and requires an executing carrier to promptly execute, without any unreasonable delay, “changes that have been verified by a submitting carrier.” 47 C.F.R. 64.1120(a)(2)

22. Windstream further fails to acknowledge that the FCC order regarding porting in no way restricts a customer from authorizing a third party to access CPNI. The two are not the same. Section 222(c)(2) of the Telecommunications Act requires that a telecommunications carrier disclose customer account information to any person designated by the customer. This requirement is not dependent on a port request, has nothing to do with customer letters of authorization, and was not abridged in any way by the FCC order. The verification requirements for a port request have nothing to do with the requirements under Section 222(c)(2) of the Telecommunications Act.

23. The FCC in issuing the simple port order never considered that a porting-out provider would refuse to make a customer’s account number available as part of that customer’s

account information in violation of Section 222(c)(2) of the Telecommunications Act. The FCC thought it reasonable to require an account number on a simple port because under Section 222(h)(1) of the Telecommunications Act, the CPNI information required to be made available under Section 222(c)(2) specifically includes “information contained in the bills pertaining to telephone exchange service.” Further, under Section 64.2003 of the FCC Rules, “Account Information” is defined as “information that is specifically connected to the customer’s service relationship with the carrier, including such things as an account number or any component thereof.” Windstream’s refusal to make the customer’s account number available and then its suggestion that the FCC simple port order somehow justifies its requirement that carriers enter a customer’s account number on all port requests simply overlooks the stated purpose of the FCC simple port order.

24. Under the FCC’s Small Entity Compliance Guide Local Number Portability, an entity cannot demand more information than what is needed to fulfill a porting request for any reason. The FCC’s Small Entity Compliance Guide Local Number Portability states, “Interconnected VoIP providers must take all steps necessary to initiate or allow a port-in or port-out request without unreasonable delay or unreasonable procedures that have the effect of delaying or denying porting of the number.”

25. Windstream, in Paragraphs 16 and 17, outrageously further adds that to better safeguard customer information it will require carriers to enter a customer’s account number in order to access any customer account information on Windstream Express. Windstream has since implemented this policy beginning November 2, 2008, causing added and unjustified delays to Insight’s ability to process customers’ service requests. Windstream has not provided, nor can it provide, any legal or regulatory justification for this policy, which is contrary to

Section 222(c)(2) of the Telecommunications Act, the FCC Rules, Section 17.4 of the interconnection agreement and standard industry practices.

26. Windstream argues, in Paragraph 18, that its new policy “was implemented across all of the Windstream ILEC territories and was not directed at any specific carrier.” Windstream’s claims, however, have no bearing on this proceeding and do not make the actions lawful; rather it only increases the scope of the harm caused by them.

27. In Windstream’s Paragraphs 19 and 20, it attempts to argue that a carrier is “required by federal regulations to obtain a Customer LOA before” it accesses specific customer information contained in Windstream Express and, if a carrier accesses Windstream Express without first having obtained a valid Customer LOA “they are “effectively” slamming the customer.” Windstream’s theory, however, represents a severe misunderstanding or an intentional misrepresentation of the Telecommunications Act and the FCC Rules, and one can only guess to which “federal regulations” Windstream is referencing as the basis for such a requirement. Insight, instead, points to the specific language of Section 222(c)(2) of the Telecommunications Act, which states that a telecommunications carrier shall disclose customer proprietary network information to any person designated by the customer. Section 222(c)(2) does not permit a carrier to require a written customer LOA before it will allow access to customer information in Windstream Express. Windstream’s policy also fails to recognize that under Section 64.1120(c) of the FCC Rules, a carrier may verify a carrier change through a signed customer authorization form or through third party verification.

28. Insight has in place procedures to protect against slamming which satisfy the requirements of the ICA as well as the requirements of state and federal law. Its procedures include obtaining customer permission prior to transferring service to Insight and include

sending a person to each customer's house to knock on the door and physically make the hardware changes necessary to transfer service. This on-site visit cannot be skipped because of the required hardware changes. This on-site visit means that if there is any confusion on the part of the customer about the change in service to Insight, that confusion will necessarily be cleared up prior to any change. These procedures prevent any slamming.

29. Windstream makes baseless complaints in Paragraphs 21 and 22 of slamming alleging that a direct mailer to thousands of people may have resulted in one or two people not understanding that it was a direct mailer from Insight. Windstream has investigated only two alleged cases of slamming related to Insight. The two alleged incidents are contained in the letter attached by Windstream to its Answer to Insight's Formal Complaint filed with this Commission. Attached hereto at Exhibit B is Insight's response to those two alleged incidents. The End User associated with one of the alleged incidents placed an order to port to Insight but cancelled that order before any change in service was made. With no port, there can be no slamming. The End User associated with the other alleged incident ported the number to Insight, after which the customer changed the name on the Insight account from father to daughter. Weeks later, the customer tried to port back to Windstream but, because the name on the port order was different than the name on the account, Insight initially correctly rejected Windstream's LSR. This change in names was discovered, the issue resolved, and the number ported.

30. Windstream's claim that somehow one person being confused about an advertising piece rises to the level of slamming is a far reach. First, one complaint in thousands is not evidence of anything. Second, slamming involves changing a customer's service without their authorization and that never happened. In order to change a customer's service, Insight

would have to enter the customer's home, a visit that makes it all but impossible to slam because the customer must invite Insight inside the house. Moreover, Insight does not access customer account information in Windstream Express without proper customer authorization, consistent with applicable FCC Rules, the Telecommunications Act and the Interconnection Agreement. Windstream's continuous misrepresentation of applicable law, without citing such law, does not make its claims in Paragraph 22 any more accurate.

31. Windstream's complaints about advertising came only after Insight raised issues with Windstream's advertising in a letter dated August 20, 2008. At issue was Windstream's claim that Internet services over a cable system was slower than internet service over a DSL system because the cable system uses a shared connection with others in a neighborhood while a DSL system "uses a dedicated line." See the attached sample ad at Exhibit C which is littered with false, unsubstantiated and unsupported claims. The truth is that both DSL architecture and cable Internet service architecture requires extensive sharing of network facilities, so performance on both networks can be adversely affected if there is not enough bandwidth available to accommodate the needs of everyone using the network at any given time. A DSL connection between a customer's home and the Internet is composed of several segments, many of which are shared. DSL connections run a single line from a customer's home to a central location called a Digital Subscriber Line Access Multiplexer ("DSLAM") that is installed in a Remote Terminal ("RT") or central office facility. The DSLAM consolidates data from multiple customers and delivers that data to the Internet. Therefore, no Windstream DSL customer had "dedicated" access to the Internet, and contrary to Windstream's advertising message, its customers will share bandwidth with their neighbors as their traffic moves through every point in Windstream's local network above the DSLAM. Second, it is similarly deceptive and misleading

for Windstream to suggest that the architecture of its DSL network somehow makes its customers' Internet connections more secure than Insight's cable High-Speed Internet connections. Third, it is patently false for Windstream to claim that Insight's customers will experience "Internet gridlock," an online "traffic jam," or "slowwwwww" service during peak usage hours.

32. Windstream also falsely advertised when it sent the ad attached as Exhibit C claiming that Windstream's telephone service has "the ability to pinpoint your home from a 911 call. Cable can't say that." It is wrong. Windstream is well aware that Insight's service allows 911 services to pinpoint the location of the call. The ad was sent in the Lexington area.

33. In Windstream's Paragraph 23 it references one instance that a Windstream affiliate had with another provider as justification for its unlawful policies. In that instance, Windstream states that the submitting carrier transposed telephone digits, which resulted in the wrong Windstream customer being converted. Windstream states that if the submitting carrier was required to provide the customer account number with the telephone number the order would have been rejected as an error and the wrong customer would not have been impacted. Windstream, however, fails to disclose that its LSR already requires submitting carriers to provide the customer name and address with the telephone number and if the telephone number does not match the corresponding name and address on the account the LSR order is supposed to be rejected as an error, thereby avoiding the accidental unauthorized change. This is standard practice in the industry.

34. In Paragraph 24, Windstream argues that making a customer's account number available on Windstream Express is contrary to its policy's intent of guarding against unauthorized access to customer account information, while completely disregarding the fact that

such policy is contrary to its obligations under Section 222(c)(2) of the Telecommunications Act, applicable FCC Rules and Section 17.4 of the Interconnection Agreement. Windstream, in a footnote at page 12, states that Insight does not establish that it has obtained permission to access customer account information and then misconstrues and misapplies language from the FCC simple port order in a far-reaching attempt to validate its policy.

35. Windstream again purposely ignores Section 17.4 of the Interconnection Agreement, which specifically states that “Windstream will provide Insight with access to Customer Proprietary Network Information (CPNI) for Windstream End Users upon Insight providing Windstream a signed blanket Letter of Agency (LOA) for Windstream’s Customer of record, based on Insight’s representation that subscriber has authorized Insight to obtain such CPNI.” The Blanket LOA provided to Windstream is Insight’s representation that it will only make such requests for a customer’s CPNI if the end user has authorized such request. Further, Insight fully complies with its obligations under Section 222(b) of the Telecommunications Act and Section 64.2008 of the FCC Rules, which require Insight to obtain customer permission to access such customer CPNI. Insight, however, as per Section 17.4.2 of the Interconnection Agreement, is not required to prove to Windstream that it has obtained such customer permission and is only required to “document End User permission obtained to receive CPNI, whether or not the End User has agreed to change Local Service Providers.” Moreover, Section 17.4.2 of the Interconnection Agreement permits Windstream to request specific End User LOAs for End Users changing service only to investigate slamming complaints and prohibits Windstream from requesting End User LOAs for any other purpose.

36. In Windstream’s Paragraph 26, it attempts to counteract Insight’s experience that the requirement of an account number for a port request, without making the account number

available as part of the customer's CPNI, and now remarkably requiring the account number just to access the customer's CPNI, frustrates a customer's ability to choose a telephone provider by asserting that a customer can get his or her account number by looking up billing records or calling Windstream. This statement reveals the likely true purpose of Windstream's policy -- by forcing customers to call Windstream before switching providers Windstream is given an opportunity to thwart Insight's marketing efforts by offering to such customers special pricing that it is not willing to provide to all customers. Moreover, by rejecting a port order for missing information Windstream could use the knowledge that a port order was submitted for a particular customer to market to that customer with special pricing.

37. Windstream's requirement that carriers provide the customer account number to access the customer's CPNI further prevents Insight from verifying customer name, address, telephone number, additional lines, DSL or other factors that could result in Windstream rejecting an Insight order on a technicality and results in additional delays in providing customer service. Moreover, Insight has documented many cases where a customer interested in switching to Insight has become frustrated and stated they will have to call back when told they will have to look up their Windstream account number in billing records or otherwise call Windstream for this information. Unfortunately, many of these customers do not call back causing Insight to lose many prospective customers. The customers' wishes are frustrated in direct counter to the FCC order. Windstream claim in Paragraph 26 that many people do not know their telephone number cannot be taken seriously and is wholly irrelevant.

38. Windstream's Paragraph 27 contention that the benefits of its policy outweigh any "inconvenience" imposed on Insight overlooks the fact that such policies are contrary to its

obligations under the above referenced sections of the Telecommunications Act, the FCC Rules and the Interconnection Agreement.

39. In Paragraph 28, Windstream contends that Insight's complaint is "disingenuous" because cable companies are not required to sell advertising directly to Windstream. This is yet another "red herring" designed to shift attention away from Windstream's illegal and anticompetitive practices and the issues set forth in Insight's complaint. It also ignores the fact that Windstream can and does purchase advertising through programmers, thereby enabling Windstream's advertisements to be carried over Insight's system.

40. Windstream, in Paragraph 29, alleges that Insight's complaint is somehow contradicted by Insight's statement that thousands of Windstream customers have chosen to switch their telephone service to Insight. Windstream's argument, however, overlooks the fact that given Windstream's actions in unilaterally imposing such illegal roadblocks Insight has had no other choice but to set up separate procedures to work around Windstream's requirements. Windstream's argument also does not consider the unjustified additional work Insight must do prevent a port order from being rejected due to Windstream's unwarranted policies and the additional delays caused in scheduling a customer port. Because of Windstream's policies Insight has to schedule multiple customer callbacks to get additional information, schedule 3-way calls with Windstream and customers, fax Customer LOAs to remove freezes placed on customer accounts (often without customer authorization), reschedule customer installations caused by Windstream delays. The fact that thousands of customers have patiently cooperated with Insight in working through Windstream's unjustified additional barriers to competition reflects more on the desire of such customers to switch service to Insight and does not change the fact that a substantial number of customers have thrown their hands up and were denied the

opportunity to take advantage of the benefits of local telephone competition. Windstream's argument also does not relieve it of its obligations to comply with applicable law and the Interconnection Agreement.

41. In Windstream's Answer it sets forth general arguments regarding its practices in ¶¶23-30 which fail to address the fact that the ICA and federal law do not allow Windstream to unilaterally create roadblocks to porting. Windstream answers the claims of Insight and Big River in ¶¶31-43. A response is not required for the answers. To the extent that any response is required, Insight denies the allegations in Windstream's Answer. Anything not explicitly agreed is hereby denied.

WHEREFORE, Insight Phone respectfully requests that the Public Service Commission take the following action:

(a) Issue an order to Windstream compelling it either (1) not require account numbers for ports or (2) if account numbers are required, to provide account numbers for customers who have authorized Insight Phone to access their CPNI, including account number;

(b) Issue an order to Windstream compelling it to provide freeze information for customers who have authorized Insight Phone to access their CPNI;

(c) Expedite this matter so as to remove the burden placed by Windstream on Kentucky's consumers;

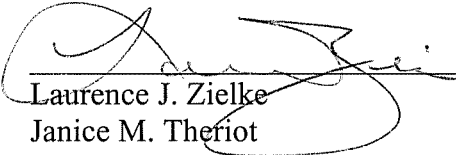
(d) Conduct a hearing on this matter;

(e) Take such other action as is necessary to prevent Windstream from continuing to breach its ICA with Insight Phone and violating the law;

(f) Award Insight Phone damages including its attorney fees and costs for this matter; and

(g) Grant all other necessary and proper relief to which Insight Phone is entitled.

Respectfully submitted,



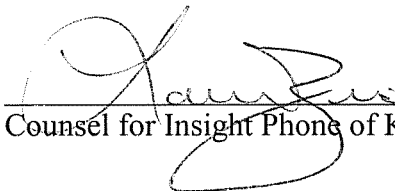
Laurence J. Zielke
Janice M. Theriot
Zielke Law Firm PLLC
462 S. 4th Street
Suite 1250
Louisville, KY 40202
Counsel for Insight Phone of Kentucky, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via U.S. Mail and email on this the 9th day of February 2009 upon:

Douglas F. Brent
Stoll, Keenon & Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
douglas.brent@skofirm.com

Mark R. Overstreet
Stites & Harbison PLLC
421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
moverstreet@stites.com



Counsel for Insight Phone of Kentucky, LLC

Exhibit A

§ 64.1110

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is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

(c) The term *authorized carrier* is generally any telecommunications carrier that submits a change, on behalf of a subscriber, in the subscriber's selection of a provider of telecommunications service with the subscriber's authorization verified in accordance with the procedures specified in this part.

(d) The term *unauthorized carrier* is generally any telecommunications carrier that submits a change, on behalf of a subscriber, in the subscriber's selection of a provider of telecommunications service but fails to obtain the subscriber's authorization verified in accordance with the procedures specified in this part.

(e) The term *unauthorized change* is a change in a subscriber's selection of a provider of telecommunications service that was made without authorization verified in accordance with the verification procedures specified in this part.

(f) The term *state commission* shall include any state entity with the state-designated authority to resolve the complaints of such state's residents arising out of an allegation that an unauthorized change of a telecommunications service provider has occurred that has elected, in accordance with the requirements of § 64.1110(a), to administer the Federal Communications Commission's slamming rules and remedies, as enumerated in §§ 64.1100 through 64.1190.

(g) The term *relevant governmental agency* shall be the state commission if the complainant files a complaint with the state commission or if the complaint is forwarded to the state commission by the Federal Communications Commission, and the Federal Communications Commission if the complainant files a complaint with the Federal Communications Commission, and the complaint is not forwarded to a state commission.

(h) The term *subscriber* is any one of the following:

(1) The party identified in the account records of a common carrier as

responsible for payment of the telephone bill;

(2) Any adult person authorized by such party to change telecommunications services or to charge services to the account; or

(3) Any person contractually or otherwise lawfully authorized to represent such party.

[65 FR 47690, Aug. 3, 2000, as amended at 66 FR 12892, Mar. 1, 2001]

§ 64.1110 State notification of election to administer FCC rules.

(a) *Initial Notification.* State notification of an intention to administer the Federal Communications Commission's unauthorized carrier change rules and remedies, as enumerated in §§ 64.1100 through 64.1190, shall be filed with the Commission Secretary in CC Docket No. 94-129 with a copy of such notification provided to the Consumer & Governmental Affairs Bureau Chief. Such notification shall contain, at a minimum, information on where consumers should file complaints, the type of documentation, if any, that must accompany a complaint, and the procedures the state will use to adjudicate complaints.

(b) *Withdrawal of Notification.* State notification of an intention to discontinue administering the Federal Communications Commission's unauthorized carrier change rules and remedies, as enumerated in §§ 64.1100 through 64.1190, shall be filed with the Commission Secretary in CC Docket No. 94-129 with a copy of such amended notification provided to the Consumer & Governmental Affairs Bureau Chief. Such discontinuance shall become effective 60 days after the Commission's receipt of the state's letter.

[65 FR 47691, Aug. 3, 2000, as amended at 73 FR 13149, Mar. 12, 2008]

§ 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.

§ 64.1120

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(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.

[65 FR 47691, Aug. 3, 2000, as amended at 66 FR 12892, Mar. 1, 2001; 66 FR 28124, May 22, 2001; 68 FR 19159, Apr. 18, 2003; 70 FR 12611, Mar. 15, 2005; 73 FR 13149, Mar. 12, 2008]

§ 64.1130 Letter of agency form and content.

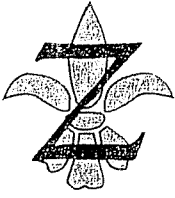
(a) A telecommunications carrier may use a written or electronically signed letter of agency to obtain authorization and/or verification of a subscriber's request to change his or her preferred carrier selection. A letter of agency that does not conform with this section is invalid for purposes of this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

Exhibit B



Zielke Law Firm PLLC

ATTORNEYS AT LAW

1250 MEIDINGER TOWER
462 SOUTH FOURTH AVENUE
LOUISVILLE, KY 40202-3465
(502) 589-4600 • FAX (502) 584-0422
WWW.ZIELKEFIRM.COM

September 12, 2008

Ms. Lynn Hughes
Director – Interconnection
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212

Re: Request for Customer Executed Letters of Authorization

Dear Ms. Hughes:

I have been asked by my client, Insight Phone of Kentucky, to respond to your September 8, 2008, request for customer information. You stated in your request that it was made pursuant to Section 17.4.2 of the Interconnection Agreement between Windstream Communications and Insight. That section reads in its entirety as follows:

17.4.2 The requesting Party will document End User permission obtained to receive CPNI, whether or not the End User has agreed to change Local Service Providers. For End Users changing service from one Party to the other, specific End User LOAs may be requested by the Party receiving CPNI requests to investigate slamming complaints, and for other reasons agreed to by the Parties.

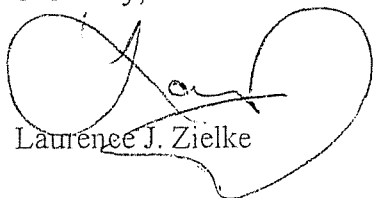
As you can see from the quotation, Section 17.4.2 requires Insight to document End User permission to obtain CPNI, and for End Users who change services, the parties may request a Letter of Agency. I restated the language because your letter asks for a Letter of Authorization from each of two telephone numbers. I am assuming you mean a Letter of Agency instead of Letter of Authorization. I am also assuming that you understand that Section 17.4.2 requires that we provide Letters of Agency only for those End Users that change service.

The End User associated with . never changed service to Insight. That End User placed an order to port a number to Insight service but cancelled that order before any change in service was made. Obviously, with no port, there can be no slamming so the End User's complaint could not be about slamming.

The End User associated with [REDACTED] did port the number to Insight service but has since ported it back to Windstream. When porting back to Windstream, the name listed on the Windstream port order did not match the name on Insight's account because the customer changed the name on the Insight account. The two different names resulted in Insight originally rejecting Windstream's LSR. This issue was subsequently resolved on the LSR Windstream resubmitted and the LSR went through. According to Insight's records, the customer ported their service from Windstream to Insight in June 2008, and Insight verified the customer's order. The customer did not port their number to Windstream until July 31, 2008. Therefore, it does not appear Windstream is investigating a slam complaint. Rather, Insight suspects the original rejection may have resulted in a complaint. As such, there is no basis, under Section 17.4.2, for Windstream to request a copy of the customer's authorization. Furthermore, it was certainly within Insight's right to reject a LSR with a different name than the account holder until that difference was clarified. As you know, these clarifications are often necessary.

Section 17.4.2 does not require Insight to provide any End User information except as needed to investigate specific slamming complaints; therefore, Insight will not provide information for the date ranges set forth in your letter. I will state, however, that in your request you have confused authorization obligations regarding porting with obligations regarding accessing customer information, which are treated differently under federal regulations.

Sincerely,



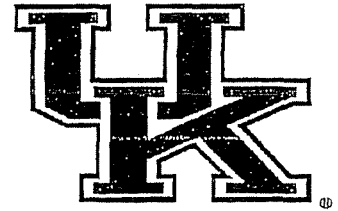
Laurence J. Zielke

Exhibit C

Kentucky Wins Big With Windstream

Sharon Figgs
507 Breckenridge St
Lexington KY 40508-1632

35410



Windstream is the Official
Phone and High-Speed Internet
Provider for UK Athletics

Dear Sharon,

Now Big Blue™ fans can celebrate all year long with High-Speed Internet and Unlimited Phone Service from Windstream. Act now and get BOTH services for about the same price you're paying for just ONE service from Insight Communications.

BUNDLE AND SAVE BIG—BLUE

Bundle Windstream's Unlimited Phone Service with High-Speed Internet today and you'll get unlimited local and long-distance calling with our most popular phone features, plus surf the Web at lightning-fast speeds—up to 12 Mbps. And it's all wrapped up into this one great value—only \$49.99 per month for a whole year.

BETTER THAN THE CABLE INTERNET "GRIDLOCK"

Here's a secret that Insight Cable probably doesn't want revealed: Cable Internet is a shared connection with everyone in your neighborhood. Kind of like a "traffic jam" on the Internet. So peak time is slowwww time for cable. Windstream High-Speed Internet uses a dedicated line into your neighborhood, which means you get a fast, secure connection—all day, every day.

EASY & WORRY-FREE

We make it easy to get the Internet connection you want with FREE professional installation and 24/7 technical support. Plus, you can try it RISK-FREE for 30 days—with no commitments. And our 99.99% reliable local phone service keeps you connected during power outages and other emergencies.

Windstream gives you the speed, reliability and value that cable just can't match. Call 1.866.572.5772 today and see for yourself. There's a good reason why Windstream is the phone and Internet provider for the Kentucky Wildcats, Coach Billy Gillispie and Big Blue fans across the Commonwealth.

Sincerely,

Barry Bishop
Regional Vice President



windstream

A Wildcat of a deal!



High-Speed
Internet



Unlimited Talk

\$49⁹⁹
per month
for 12 months

(See back for details)

High-Speed Internet
Fastest speed for
the money:

- Up to 12 Mbps
- FREE professional installation
- FREE modem or \$50 wireless gateway (both after rebate)
- FREE Internet Security Suite for 3 months
- 30-day satisfaction guarantee

Reliable Phone with
Unlimited Talk

Call anywhere in the
U.S. without counting
your minutes

- Unlimited local and long-distance calling
- Caller ID
- Call Waiting

Hurry and call 1.866.572.5772
today for this limited-time offer!

DON'T BUY INTO THE CABLE FABLE

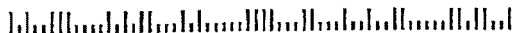
The cable company talks a big game about speed but, when it comes down to what's really important, only Windstream delivers the speed, reliability, value and flexibility you're looking for.

	Windstream	Cable
Phone service always on, even in emergencies	YES	NO
Dedicated Internet lines within the neighborhood	YES	NO
99.99% phone service reliability	YES	NO
30-day satisfaction guarantee	YES	NO
Price	S	SS

Limited time offer available to new Windstream residential Broadband customers. Subject to availability. Pricing: Rate increases after 12-month promotional period. Services convert to the regular tariffed monthly rate if any bundled service is disconnected. High-Speed Internet: Speeds are distance-sensitive and availability varies by address. Windstream cannot guarantee speeds or uninterrupted, error-free service. Free Modem: Available after \$49.99 instant credit and \$50 mail-in rebate. A \$19.99 shipping and handling fee applies. Free Professional Installation: Available on only one computer per household. High-Speed Internet Satisfaction Guarantee: If customer cancels within the first 30 days, first month fee will be refunded and cancellation fee will be waived. Modem equipment must be returned upon termination. Shipping and handling fees are non-refundable. Unlimited Talk: Intended for personal, residential voice calls within the US and its select territories. If long distance usage is inconsistent with residential voice calling, Windstream may restrict use or convert plan to Windstream 10. Example of non-residential voice calling available at windstream.com/discclaimer. Additional charges may apply for directory assistance, calling cards, and collect, operator, international or toll-free calls. Reliability: Landline service may vary based on system availability, customer equipment, terrain, weather and other conditions. Additional Information: Credit approval required. Taxes, fees and other charges, including Universal Service Fund, apply. Windstream reserves the right to alter or discontinue this plan at any time. Other conditions may apply. Subject to Windstream Terms and Conditions available at Windstream stores or windstream.com. Windstream is a registered service mark of Windstream Corporation. ©2003 Windstream Corporation.

1505

LEXINGTON KY 40509-1008



Dear Valued Customer,

Now you can have High-Speed Internet and Unlimited Talk—all for about the same price you're currently paying for phone service alone.

When you select Windstream's Unlimited Talk with High-Speed Internet you get unlimited local and long-distance calling with our most popular features, plus you can surf the Web at blazing-fast speeds. It's all wrapped up into one great value—only \$49.99 per month.

Don't Buy Into The Cable Fable

The cable company talks a big game about their Internet speeds but, when it comes down to what's really important, only Windstream delivers the reliability, value and fast speed you're looking for.

Cable is a shared connection with everyone in your neighborhood. It's kind of like an Internet "party line." That means peak time is slow time. Only Windstream delivers a dedicated High-Speed Internet line with a fast, reliable, secure connection that is all yours.

And, Windstream phone service is 99.99% reliable, providing you with a lifeline during power outages, not to mention the ability to pinpoint your home from a 911 call. Cable can't say that.

Connect With Speed And Reliability


With speeds up to 12 Mbps and a more reliable, dedicated line, High-Speed Internet from Windstream is fast, dependable and secure. Get both High-Speed Internet, with our fastest speed available, and Unlimited Talk for about the same price you're paying for phone service alone. It's that simple. Call 1.866.577.2293 today to take advantage of this incredible value.

Sincerely,

Brad Williams


Brad Williams
Windstream Customer Service

Don't delay! Call 1.866.577.2293 or visit windstream.com/combo today.



High-Speed Internet

+



Unlimited Talk

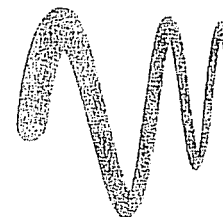
\$ **49**⁹⁹ per month
for 12 months

High-Speed Internet
Now with faster speeds—up to 12 Mbps

- 30-day satisfaction guarantee
- Free professional installation
- Free modem (after rebate)

Most Reliable Phone with Unlimited Talk
Call anywhere in the U.S. without counting your minutes

- 99.99% reliable phone
- Caller ID
- Call Waiting



windstream