

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

MAR 19 2010

PUBLIC SERVICE  
COMMISSION

FORMAL COMPLAINT FOR EMERGENCY RELIEF )  
BY INSIGHT PHONE OF KENTUCKY, LLC TO )  
REQUIRE WINDSTREAM KENTUCKY EAST, LLC )  
AND WINDSTREAM KENTUCKY WEST, LLC TO )  
PROVIDE ACCOUNT NUMBERS WHEN )  
AUTHORIZED BY CUSTOMERS IF IT REQUESTS AN )  
ACCOUNT NUMBER FOR PORTS )

CASE NO. 2008-00335

MOTION TO STRIKE PORTIONS OF INSIGHT'S REPLY BRIEF THAT EXCEED  
THE STIPULATED RECORD IN THIS MATTER

Windstream Kentucky East, LLC ("Windstream East") and Windstream Kentucky West, LLC ("Windstream West") (collectively, "Windstream") submit the following motion to strike portions of the reply brief filed by Insight Phone of Kentucky, LLC ("Insight Phone") to the extent that the reply brief sets forth statements to be taken as "fact" by the Commission that were not included in the Stipulated Facts filed by the parties on January 4, 2010.

Insight Phone filed its Complaint in this proceeding and bears the burden of proof with respect to its allegations that Windstream's validation policy violates federal law.<sup>1</sup> Rather than engage in the process of taking discovery and submitting testimony to the Commission, Insight Phone requested to submit the matters on briefs on the basis of its belief that the issues for the Commission to decide are strictly legal in nature. Windstream accommodated Insight Phone's request by negotiating the Stipulated Facts from which the parties agreed they would support their briefs. As the Commission is aware, the process of negotiating the Stipulated Facts was long and arduous, and involved significant give-and-take from both parties. Certain statements that Windstream asked to be included in the Stipulated Facts were rejected because Insight

Phone asserted that it could not verify their veracity, and *vice versa*. The parties agreed on a final set of Stipulated Facts and also to rely only on the Stipulated Facts, and not on any extraneous factual assertions, in submitting their briefs to the Commission. Nevertheless, in its reply brief, Insight Phone injected purported "facts" which are wholly outside the scope of the Stipulated Facts—statements that are not only not in the record, but which Windstream believes are contrary to fact. In some instances Windstream conveyed to Insight Phone during the negotiation of the Stipulated Facts that it believes statements now included in Insight Phone's reply brief to be contrary to fact, and Insight Phone agreed not to include the statements in the Stipulated Facts. These purported factual assertions by Insight Phone should not be considered by the Commission in its review of the issues in this proceeding.

1. First, Insight Phone makes several inaccurate statements in its reply brief regarding the dispute resolution procedures available to the parties under their interconnection agreements. It alleges that Windstream has elected not to employ those procedures to address any of the issues before the Commission in this proceeding:

- "...Windstream is protected by the ICAs and their dispute resolution procedures if Windstream believes Insight Phone has violated its duties. Windstream has never invoked those dispute resolution proceedings and must not be allowed to violate the ICAs by bypassing them here." (page 4)
- "Windstream has not invoked any of these remedies since the ICAs came into effect and never has complained to Insight Phone that a customer's authorization has not been obtained for access to CPNI." (page 6)
- "Windstream has never made any complaint that Insight has viewed CPNI without customer authorization." (page 10)

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<sup>1</sup> See *Personnel Bd. v. Heck*, 725 S.W.2d 13, 17 (Ky. App. 1986) ("In administrative proceedings, the general rule is that an applicant for relief, benefits, or a privilege has the burden of proof.").

The Stipulated Facts are silent regarding Windstream's use of these dispute resolution procedures, and Windstream would not have agreed to such a stipulation for the reason that the statements made by Insight Phone are inaccurate. Prior to the filing of Insight Phone's Complaint initiating this proceeding, the parties did engage in confidential dispute resolution and settlement discussions in August of 2008. The subjects of their confidential discussions included some of the same ones that Insight Phone now asserts were not discussed by the parties. These statements should be stricken from the record.

2. Next, Insight Phone sets forth a series of statements alleging that Windstream never identified any instances of slamming by Insight Phone. The parties addressed slamming in the Stipulated Facts by including the statement that Windstream had not "formally notified Insight of any slamming except" as set out in the letter. (Stipulated Fact no. 28.) Even though this provision was intentionally kept very limited in nature, Insight Phone nevertheless attempts now to offer much broader allegations in its reply brief, including the following statements:

- "Additionally, Windstream's efforts to suggest that Insight Phone is engaged in slamming should be ignored, as no evidence of slamming ever has been produced or been the subject of any dispute resolution procedure under the ICAs." (page 5, which is also incorrect for the reasons noted above on dispute resolution);
- "First, Windstream has never identified a slamming complaint or made a specific slamming allegation, other than the 2 customers that are discussed below." (page 21); and
- "Not only does Windstream have no evidence that Insight Phone has ever slammed a customer using the industry standard definition of slamming, it has absolutely no evidence that Insight Phone has ever 'slammed' using Windstream's erroneous definition of slamming or in any other way." (page 22, which also contains an assertion to an "industry standard" that was not discussed between the parties and with which Windstream disagrees).

Windstream objects to the inclusion of these alleged facts in Insight Phone's reply brief. The stipulation agreed to by the parties purposefully addresses only two formal notifications of slamming made by Windstream to Insight Phone. When Insight Phone previously suggested

including in the Stipulated Facts certain broad-sweeping claims regarding slamming, Windstream declined because it did not believe the statements to be true for the reasons that (1) the parties' representatives speak frequently regarding problems on orders submitted to Windstream by Insight Phone some of which may involve slamming or slamming-related incidents; and (2) Windstream was unable to test the veracity of any such broad-sweeping allegation without further investigation of and discovery with respect to Insight Phone's orders. Windstream would not have agreed and did not agree to stipulate to the factual allegations made by Insight Phone, and the Commission should preclude Insight Phone from subverting the stipulation procedure agreed to by the parties.

3. Similarly, Insight Phone sets forth as "fact" several statements concerning the CSR process that are not included in the Stipulated Facts. As a result, their accuracy has not been agreed to or even discussed by the parties. For instance, Insight Phone alleges on page 8 that "[a]ccess to the customer information contained in the customer service record ("CSR") through Windstream Express is a precursor to submitting a port request. Carriers must have access to the CSR to ensure submission of an accurate – that is valid – port request." This is a factual assertion that was not requested by Insight Phone for inclusion in the Stipulated Facts, and Windstream disagrees with it. It has been Windstream's experience that CSRs are not necessarily precursors to LSRs. Windstream's records show that some carriers may not use CSRs to fill out LSRs and more significantly, that some carriers may have used CSRs improperly as fishing expeditions for marketing purposes without the CSRs ever resulting in an actual port request (or "LSR").

Likewise, Windstream objects to the statement by Insight Phone on page 23 that "[q]uite simply, Windstream has absolutely no proof that Insight Phone has ever looked at customer information without customer authorization or ever ported a customer without authorization and

verification.” Such an argument not only improperly seeks to shift the burden of proof to Windstream, it fundamentally alters the parties’ agreement to submit the matter upon stipulated facts in lieu of discovery and a hearing. If Insight Phone had sought to introduce this particular issue in this proceeding, Windstream would have taken discovery on matters such as a comparison of the timing of CSR orders by Insight Phone or Accenture with Insight Phone’s prior mass-mailed post-card marketing materials. In the absence of such discovery, Insight Phone should not be permitted to score debating points based upon Windstream’s purported lack of proof.

4. Insight Phone also sets forth an inaccurate assumption regarding the sufficiency of Windstream’s prior order validation process. On page 15 of its reply brief, Insight Phone discusses Windstream’s prior process which allowed access to Windstream Express on the basis of telephone numbers and states, “Windstream must, of course, have enough information to validate the customer’s identification, but its past practice of porting without account numbers and pass codes illustrates that it does not need those fields to validate a customer.” Insight Phone’s argument is based on a factual assumption regarding the prior order validation process for which there are no facts before the Commission to support such an assumption. The issue is one of validating orders (not customers), and the parties’ Stipulated Facts Nos. 23 and 24 (explaining that prior to August 1, 2008, carriers provided telephone numbers to access Windstream Express and that telephone numbers are available through public sources) should be an indication that Windstream would have opposed any such a representation that the prior processes were sufficient to validate orders and protect against unauthorized customer account access. Insight Phone should not be allowed now to set forth this assumption as fact which was not included in and is not consistent with the Stipulated Facts.

5. Insight Phone also sets forth as "fact" a series of statements to support its arguments regarding preferred customer freezes. None of the assertions were included in the Stipulated Facts. On page 17, Insight Phone states, "Windstream does not make available any freeze information as part of the customer information available through Windstream Express." This statement is untrue and previously was rejected by Windstream for the reason that Windstream Express provides preferred customer freeze information. Additionally, on page 17, Insight Phone states:

Insight Phone's experience is that the vast majority of Windstream customers are not aware that a freeze has been placed on a customer's account even though the customer has authorized Insight to view their [*sic*] account information. Instead, to determine if an account has a freeze applied, Insight Phone must actually submit a port request and wait 24 hours to see if the port request is denied because of the account freeze. At that point, Insight Phone must then contact the customer to try to set up a three-way call with Windstream to lift the freeze and then start over. This means that this customer port takes twice as long as anyone else's.

There are no stipulations to support any of these alleged facts, and the parties did not consider any such statements in the course of negotiating the Stipulated Facts. Windstream would not have agreed to include any of these statements in the Stipulated Facts without having conducted discovery or otherwise tested their veracity. Insight Phone should not be permitted to bypass the stipulation process it established with these allegations and then include them as purported facts in a reply brief where Windstream had no opportunity to challenge their truthfulness.

6. Particularly problematic is Insight Phone's statement on page 17 that "Windstream tells its customers in its Terms and Conditions that all personal identifiers, such as its pass codes, belong to Windstream, Unless we provide you advance notice, you have no proprietary right to any such identifiers." The Stipulated Facts include no mention of Windstream's position on the ownership of pass codes, and Windstream objects to the inclusion of this statement in Insight Phone's brief for two reasons: (1) Windstream's customers are encouraged to change their pass

codes to codes that are easy for them to remember; and (2) pass codes are not considered "personal identifiers." The personal identifiers misrepresented by Insight Phone to be pass codes are actually telephone numbers and e-mail addresses. These are items that customers sometimes mistakenly believe they "own," which can be problematic in limited instances where Windstream is required to make a change, such as sometimes occurs with an area code split (*i.e.*, customers may have to be assigned new telephone numbers because their area code is changing). Insight Phone's erroneous statement about ownership of personal identifiers and pass codes should be stricken.

7. Insight Phone further sets forth as fact a series of statements concerning retention marketing - none of which were included in the Stipulated Facts and to which Windstream objects. The issue of retention marketing is not before the Commission in this proceeding. Nevertheless, Insight Phone included the following inaccurate statements in its reply brief at page 20:

- Windstream's motives in withholding the customer information have nothing to do with customer protection; Windstream merely is seeking to be anti competitive in contravention of the ICAs and federal rules and regulations.
- Windstream readily provides customers their pass code if they call in, which would alert Windstream that the customer is planning to change carries, since there is no other reason for the customer to request the pass code. This allows Windstream to immediately target such customers with retention efforts.

These statements are inaccurate and, as such, were not included in the Stipulated Facts. Windstream maintains a firewall between wholesale ordering and retail activity; its processes explicitly prohibit unlawful retention marketing; and no retention marketing is conducted on phone calls where customers call simply to retrieve their pass codes. There is no support for Insight Phone's allegation that a call from a customer requesting a pass code would trigger an effort by Windstream to retain that customer. The Commission should preclude Insight Phone

from introducing such statements, the veracity of which has not been demonstrated on the record herein.<sup>2</sup>

8. Virtually all of Insight Phone's statements in its argument VII, titled Windstream's Reliance On Statistics Is Misplaced Even One Improperly Rejected Port Violates The ICA, Federal Law And Customer Rights, at pages 27-29 of its reply brief should be stricken because the assertions set forth in support of the argument are far outside the scope of the Stipulated Facts. For example, Insight Phone attempts to support its legal argument with the following statements:

Because of Windstream's policies Insight must schedule multiple customer callbacks, often requiring five or six attempts and mail post cards to schedule a 3-way call with the customer to call Windstream to get the pass code Windstream unilaterally assigned to the customer's account . . . The patient cooperation of thousands of customers in working through Windstream's unjustified additional barriers to competition reflects more on the desire of such customers to switch service to Insight Phone than on the burden imposed by Windstream. Further it does not reflect the substantial number of customers who have thrown their hands up in light of the difficulties in changing from Windstream to Insight Phone and were denied the opportunity to take advantage of the benefits of local telephone competition . . . Insight Phone's records show that thereafter Insight Phone implemented policies to try to acquire this information before submitting the port request to Windstream. These policies enabled Insight Phone to lower the percentage of port orders rejected by Windstream to approximately 5% between October and December 2008 . . . Insight Phone has documented many occasions when a customer interested in switching to Insight has become frustrated and stated he or she will have to call back when told to call Windstream for a pass code. Unfortunately, many of these prospective customers do not call back. Insight Phone's records show that even today approximately 5% of prospective customers are lost each month because of Windstream's policies regarding the pass code, the account number or an account freeze.

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<sup>2</sup> Similarly, on page 25 of its reply brief, Insight Phone states that "because Windstream does not prorate customer fees If a customer switches phone service on any other day except the last day of a monthly billing cycle, Windstream will charge them a fee for switching services." Insight Phone's statement is wholly irrelevant (the relevancy issue was specifically addressed at the parties' prior informal conference) and inaccurate. In addition to being irrelevant, the statement should be stricken from Insight Phone's reply brief because it is a factual allegation outside the scope of the Stipulated Facts.



Insight Phone Reply Brief, pp. 27-29 (Footnote omitted). Despite the lengthy rhetoric, there are no stipulated facts supporting any of the allegations. Windstream certainly would not have accepted any such allegations had they been presented to it for consideration without investigating their veracity. Allowing Insight Phone to rely on these alleged facts in its reply brief would subvert the stipulation process agreed to by the parties, and provide Insight Phone with an unfair advantage in presenting its case to the Commission. If Insight Phone had wanted to rely on these purported facts to support its legal argument, it had the obligation to raise the issue during the stipulation fact process when Windstream could have taken action to verify their veracity, rather than waiting to introduce them in a reply brief when no such opportunity exists for Windstream. Accordingly, Windstream asks that the Commission strike Insight Phone's entire argument VII, with the exception of the first full paragraph on page 27 of Insight Phone's reply brief.

9. Finally, Insight Phone, at Exhibit A of its reply brief, appears to have attached the NANC recommendation for implementation of FCC Order 09-41. However, Insight Phone has not attached the complete recommendation that was submitted to the FCC and omits the minority reports, such as that filed by Windstream. Windstream is attaching its minority report as Exhibit A so that the Commission will have the complete recommendation before it as it considers the issues presented in the briefs filed by Windstream and Insight Phone.

In summary, Insight Phone bears the burden of proof on this matter and may not attempt to meet that burden by discarding the Stipulated Facts and unilaterally introducing unverified statements as "fact." Insight Phone decided to forego discovery and the testimony verification process, and it should not be permitted to circumvent the very process that it promoted for the Commission's review of this proceeding. The statements in Insight Phone's reply brief identified

above exceed the scope of the Stipulated Facts, and should be stricken from the record. The Commission should decide this case based on its review of the applicable legal authorities (including the FCC's rules and definitions, the FCC's declaratory order, and Section 222(c)(2) of the Act) as those authorities may be supported by the parties' Stipulated Facts.

WHEREFORE, Windstream requests the following relief from the Commission:

(1) Strike the following portions of Insight Phone's reply brief that rely upon material outside the record and in excess of the Stipulated Facts:

(a) the entire paragraph on page four of Insight Phone's reply brief that begins "Windstream admits that it is creating roadblocks . . .";

(b) the sentence that begins "Windstream has not invoked any of these remedies . . ." in the paragraph that begins at the bottom of page 6 and continues onto page 7;

(c) the sentence that begins "Windstream has never made any Complaint . . ." in the first full paragraph on page 10;

(d) the sentence that begins "Additionally, Windstream's efforts to suggest that Insight Phone . . ." in the second full paragraph on page 5;

(e) the sentence that begins "First, Windstream has never identified a slamming complaint . . ." in the first full paragraph on page 21;

(f) the sentence that begins "Not only does Windstream have no evidence . . ." in the first full paragraph on page 22;

(g) the sentences that begin "Access to customer information . . ." and "Carriers must have access to CSR . . ." on page 8 (in the paragraph that begins on page 8 and continues onto page 9);

(h) the sentence that begins “Quite simply, Windstream has absolutely no proof . . .” in the second full paragraph on page 23;

(i) the sentence that begins “Windstream must, of course, have enough information to validate. . .” on page 15;

(j) the entire paragraph that begins at the bottom of page 16 and continues onto page 17, and begins “The NANC recommendations also clarify . . .”;

(k) the sentence that begins “As contained on Windstream’s website . . .” in the first full paragraph on page 17;

(l) the full sentence, “Windstream’s motives in withholding the customer information have nothing to do with customer protection; Windstream . . .” on page 20 (in the paragraph that begins on page 19 and continues onto page 20);

(m) the sentences that begin “Windstream readily provides . . .” and “This allows Windstream . . .” on page 20 (in the paragraph that begins on page 19 and continues onto page 20);

(n) the sentence that begins “In fact, this disclosure is particularly important . . .” on page 25 (in the paragraph that begins on page 24 and carries over to page 25);

(o) all of Insight Phone’s Argument VII – “Windstream’s Reliance On Statistics Is Misplaced Even One Improperly Rejected Port Violates The ICA, Federal Law And Customer Rights” – on pages 27-29 of Insight Phone’s reply brief except for the first full paragraph, which begins “Windstream attempts to minimize . . .”;

(2) Supplement the NANC recommendation filed by Insight Phone as Exhibit A to its reply brief with Windstream's minority report which was submitted to the FCC as part of the complete NANC recommendation;

(3) Decide this case based on the applicable law and the parties' Stipulated Facts, and refuse to consider any allegations of "fact" made by Insight Phone outside the scope of the Stipulated Facts;

(4) Reject as contrary to Insight Phone's burden of proof and the parties' agreement to forego discovery and submit the matter on the Stipulated Facts, any Insight Phone argument premised upon Windstream's alleged failure to produce evidence on a particular issue.

(5) Award Windstream any other relief found to be appropriate.

Respectfully submitted,



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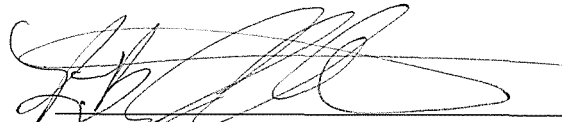
COUNSEL FOR:  
WINDSTREAM KENTUCKY EAST, LLC AND  
WINDSTREAM KENTUCKY WEST, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing MOTION TO STRIKE PORTIONS OF INSIGHT'S REPLY BRIEF THAT EXCEED THE STIPULATED RECORD IN THIS MATTER was served by United States First Class Mail, postage prepaid, and e-mail transmission on this 19<sup>th</sup> day of March, 2010 upon:

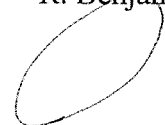
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R. Benjamin Crittenden





Windstream Communications, Inc.  
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TARA HENSON  
Staff Manager - Service Center



October 14, 2009

**By Electronic Mail** (BAKane@psc.dc.gov)  
Honorable Betty Ann Kane  
Chair, North American Numbering Council  
Public Service Commission of the District of Columbia  
1333 H Street, N.W., West Tower 7<sup>th</sup> Floor  
Washington, DC 20005

Re: Recommended Plan for Implementation of FCC Order 09-41

Dear Chair Kane,

By order, the Federal Communications Commission ("FCC") charged this industry group with the tasks of addressing how a business day should be construed for purposes of the porting interval and generally defining a simple port. The proposed recommendation, while acceptable in most of its provisions, exceeds the FCC's instructions in several respects and includes additional provisions that conflict with existing law and/or practice and that otherwise circumvent reasonable customer protections. I participated in the Working Group and made it clear in discussions at that level that Windstream does not support the specific aspects of the recommendation that I describe below. We have contacted the Chair of the Working Group regarding our concerns about the portions of the recommendation discussed in this letter and also are requesting that a copy of this letter be included in the recommendation provided to the FCC on these matters. As I will address, the Council should not endorse or adopt the recommendation in its entirety as proposed by the LNP Working Group and must make several changes to several portions of the recommendation to ensure that the recommendation is consistent with law and sound public policy.

First, under Section 3.2, the recommendation includes a provision that the old local service provider cannot require a physical copy of the end user's authorization to be provided before processing a customer service record. This part of the recommendation directly contradicts Section 222 of the Act. Section 222 and the Commission's rules expressly prohibit the disclosure of CPNI except in limited circumstances. Of course, consumers may request the disclosure of such information, but Section 222(c)(2) expressly requires an "affirmative written request" by the customer." Although Section 64.1120(a)(2) of the Commission's rules provides that actual submission of the customer's authorization is not required prior to a port request, there is no similar provision in the law for access to CPNI itself. It has been Windstream's experience that some requesting providers attempt to avoid obtaining verified authorization from end users until the time that service is installed and well after the time that

they have submitted port requests or attempted to access customers' CPNI through Windstream's system. Specifically, local service providers must be allowed to enact reasonable safeguards to protect CPNI as required by law and to ensure that requesting carriers have obtained the written authorization of a customer prior to accessing that customer's CPNI, as required under Section 222 of the Act. Service providers have an affirmative duty to safeguard CPNI, and Section 3.2 of the recommendation as drafted is counter to that goal.

Second, also under Section 3.2, the recommendation includes language stating that all information required to be provided by new service providers for an LSR must be made available by the old service provider on the CSR with the exception of any end user requested passcodes. This recommendation should be rejected. It is inconsistent with the FCC's rules and LNP Four Fields Ruling and also establishes bad policy that precludes reasonable validation of customer information. For example, this portion of the recommendation would have the effect of requiring an old service provider to simply give the requesting provider the customer's account number and any company-assigned passcode in order for the requesting provider to fill out an LSR. In the particular case of an account number, that term is defined by the FCC in Section 64.2003(a) separately from CPNI and does not constitute CPNI. While an old service provider is required under Section 222 of the Act to make CPNI available to a requesting service provider when the requesting provider obtaining written authorization from the end user, there is no provision in the law requiring the old service provider to make all of an end user's account information, including the account number or company-assigned passcode, available to the requesting provider without written authorization. Indeed, such a requirement is wholly inconsistent with the validation processes outlined in the FCC's Four Fields Ruling which spoke to the affirmative benefits of using account numbers and passcodes to validate LSRs. In that ruling, the FCC agreed with competitive providers that four fields of information were necessary to validate simple ports. Those four fields are account number, passcodes, telephone numbers, and zip codes, and the FCC made no distinction between company assigned or customer requested passcodes. The recommendation being proposed here, however, renders that FCC ruling and any reasonable validation process virtually meaningless by seeking to require old service providers merely to "give away the answers to the test" without requesting providers having to "do their homework" with end users.

Third, in Section 3.2, the recommendation includes language proposing that no company-assigned passcode may be used to validate either an LSR or a CSR. For the reasons I explained above, this recommendation is contrary to the validation processes proposed by the FCC in its Four Fields Order and also the customer authorization safeguards in Section 222 of the Act. While Windstream recognizes that the FCC's Four Fields Order applies on its face to fields required for validating simple ports, those fields were deemed reasonable by the FCC (and the competitive carriers that suggested them) and are reasonable fields for validating that a requesting carrier has obtained the required customer authorization for accessing CPNI.

Fourth, similar language is set forth in Section 3.5.3 of the recommendation. The same language in that section should be rejected for the same reasons I have just discussed pertaining to Section 3.2.

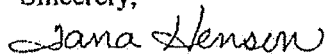


Windstream understands that the purported need offered in support of the provisions set out above was that such validation processes caused an increase in the delay and complexity of porting for end users who want to change providers. Despite such assertions that such validation processes hinder the porting process, Windstream's data provide no support for such claims. Rather, Windstream's experience is that such validation processes help curb attempts by parties to circumvent customer authorization processes without causing any discernable negative impact to the porting success rates of requesting carriers. In fact, what has been shown to negatively impact porting success rates is a company's use of agents - and in the case of one particular company, agents of agents - to perform the port ordering functions. Windstream believes these facts reinforce the need for such validation procedures, particularly where the agents may not be telecommunications carriers themselves.

The recommendation as currently drafted includes portions in Sections 3.2 and 3.5.3 that seek to undermine legitimate and reasonable validation processes. In this respect, not all portions of the recommendation are consistent with the law or established practice as I explained. Those portions of the recommendation could enable wholesale entities (or their agents, who in many cases are outside the United States) to access accounts and CPNI without the same level of scrutiny as required for the end users themselves to access their own accounts and CPNI in the retail context. Before these portions of the recommendation are endorsed by the NANC and submitted to the FCC, they should be referred back to the Working Group for further consideration or deleted altogether.

Windstream appreciates the Council's consideration of these matters.

Sincerely,



Tana Henson

cc: Marilyn Jones ([Marilyn.Jones@fcc.gov](mailto:Marilyn.Jones@fcc.gov))

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