

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
NOV 12 2008  
PUBLIC SERVICE  
COMMISSION

WILLIAM JERRY ROSS (Complainant)

V

CASE NO. 2008-00449

WINDSTREAM KENTUCKY EAST, LLC (Defendant)

ANSWER TO MOTION TO DISMISS

1. In the beginning we had Windstream phone and internet service. I saw an advertisement special for bundling services. I called and Windstream (NOT DISH NETWORK) quoted me the amount of \$99.97 per month for bundling phone, internet and DishDVR Advantage consisting of 3 receivers and 250 channels. Please see the enclosed warranty sheet for our original order showing we had 3 receivers installed from the very beginning of our bundled service.

2. Mrs. Ross has NEVER CONTACTED Dish Network. I do not know where this statement originated from because it has never been mentioned in all of the tremendous time and resources expended by Windstream. Again if you will look at the warranty sheet enclosed at the time of our original order we had 3 receivers installed and that is the total receivers we have in our home at this time and we have had 250 channels from installation date. No others have been ordered or installed since the initial installation. The statement that Mrs. Ross called and added Cinemax and HBO on December 15, 2007 is completely WRONG. Cinemax and HBO were offered free for 3 months as part of the package to bundle our services and we were to call and cancel these channels after 3 months if we did not want them any longer. I called and cancelled these free two movie channels on March 12, 2008.

In regards to Windstream issuing three months of courtesy credits, I do not think Windstream appeases anyone with courtesy credits, they knew I was right in the amount I was quoted and what I discussed with them. Windstream's billing system is flawed as you can tell and we actually received 4 months of credits not 3 months as they have stated. Also, I have asked them to produce the tapes of my conversation in regards to this \$99.97 amount quoted to me and they conveniently cannot produce these tapes.

3. Again my wife has not called Dish and added anything to my original order of 3 receivers and 250 channels. Windstream's monthly statement is not correct and does not reflect the amount I was quoted by WINDSTREAM for my bundled services. Nothing has been added or changed from my original order except to cancel Cinemax and HBO. I

am not disputing paying overage on my phone bill if it exceeds the 100 minutes and this has nothing to do with the base price quoted of \$99.97 monthly.

4. Mr. Ross states there is no misunderstanding in what he was told by a Windstream representative concerning the cost of bundling video satellite service, internet service and phone service. The original order was for bundling video satellite service with 3 receivers (none added at any later date), 250 channels and with the same internet and phone service that I originally had for \$99.97 per month plus FCC charges and local taxes. I was told by a Windstream representative at our local mall that they get paid a bonus for each new order they get to bundle services. So I still am requesting Windstream to produce the tape between their representative I talked to and myself.

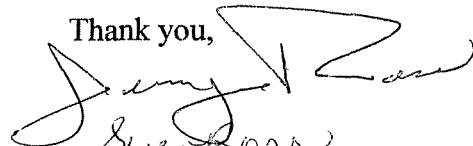
5. This complaint should not be dismissed against Windstream because it was a Windstream representative that I talked to and that I placed my verbal contract with after being told the monthly cost would be \$99.97 monthly for my bundled services. I do not need a contact number for Dish nor do I feel I need to talk to Dish because they would not know what I was talking about since I did not talk to them nor did I make any kind of agreement with a Dish representative. If Dish confirmed that additions were made from my original order why does the warranty sheet have 3 receivers already on it. My original verbal contract was for 3 receivers and 250 minutes and nothing has been added or changed since then (see attachment 1).

6. Windstream is the proper party and the Commission is the proper venue for the Complaint since Windstream (not Dish) is the party that told the untruths about Dish's cost. If Windstream representatives (who get bonuses for signing up new customers for bundling services) do not know the prices to quote customers for Dish's services then Windstream should not be doing bundling services for Dish and therefore Windstream is the liable party in this complaint.

7. Yes I have talked with Windstream many times starting with their FIRST BILLING CYCLE. Windstream could have found the taped conversation with their representative if they were right about this complaint or maybe they did and that is the reason I received 4 months "courtesy credits."

8. All of the mistakes and bad record keeping by Windstream and their representative that I talked to is the reason this complaint should go forward by the Commission.

Thank you,

A handwritten signature in cursive script, appearing to read "Jerry Ross".

William Jerry Ross  
Sue Ross(wife)