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Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**Re: Armstrong Telecommunications, Inc. v.
Verizon Pennsylvania Inc., Verizon North LLC, MCImetro Access Transmission
Services LLC d/b/a Verizon Access Transmission Services, and MCI
Communications Services Inc.
Docket Nos. C-2010-2216205, C-2010-2216311,
C-2010-2216325, and C-2010-2216293**

Dear Secretary Chiavetta:

I am writing in response to the pleading filed on May 24 in this docket by Bright House Networks Information Services (Florida) ("Bright House"), a non-party to this proceeding that appears to do no business in Pennsylvania. Bright House contends that Verizon, in its Answer to Armstrong's Motion for Summary Judgment ("Answer"), made a "misrepresentation" about Bright House's "views." This is incorrect; Verizon made no representations about any of Bright House's "views."

Only a single sentence in Verizon's Answer references Bright House:

In just the last few weeks, Verizon Florida and a major cable company, Bright House Networks Information Services, settled an ongoing dispute and agreed to exchange certain VoIP traffic under their new interconnection agreement at a rate of \$0.0007 per minute.¹

Bright House does not contend that this sentence contains any error or misrepresentation. In fact, Bright House admits that it agreed to this rate for certain VoIP traffic, and quotes the operative contract provision on page 3 of its pleading. Instead, Bright House disagrees with Verizon's assertion that a number of carriers, including Bright House, have voluntarily agreed to exchange various types of traffic at \$0.0007 per minute. This statement of fact is certainly not a "mischaracterization." Verizon's statement responded to Armstrong's contention that the rate of \$0.0007 "has no economic or historical significance." Moreover, it is obvious that the conclusion drawn from it – that the rate of \$0.0007 does have "economic and historical significance" and was not invented by Verizon for purposes of this case – was not being attributed to Bright House.

¹ Answer at 9.

Bright House's purpose in submitting a letter into the record of a proceeding in which it is not a party, in a state in which it does no business, is to argue a substantive point: that the rate to which Bright House voluntarily agreed should not apply in this separate dispute before the Commission because such precedent might be used against Bright House in "other forums." But Bright House's tortured recitation of its own decision to agree to pay a rate that it now contends has no significance is not only inaccurate, but irrelevant.

The Commission should not entertain substantive arguments by a non-party cloaked in a pleading that purports to take issue with a fact that Bright House itself does not dispute. Bright House's pleading, and the substantive argument contained in it, lacks any procedural basis for consideration.² Accordingly, the response should be stricken, and by this letter Verizon respectfully requests that the Commission do so.

Thank you for your consideration.

Respectfully submitted,



Suzan D. Paiva

Via E-Mail and Federal Express
cc: The Honorable Dennis J. Buckley

Via E-Mail and First Class Mail
cc: Renardo L. Hicks, Esquire
Norman J. Kennard, Esquire

² The Commission's procedural rules do not provide for a "response" to an answer to a motion, much less a "response" from a non-party. 52 Pa. Code § 5.103.