

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Core Communications, Inc.,
Complainant,

v.

Verizon Pennsylvania, Inc. and
Verizon North LLC,
Respondents.

Docket No. C-2011-2253750
Docket No. C-2011-2253787

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PA PUBLIC UTILITY COMMISSION
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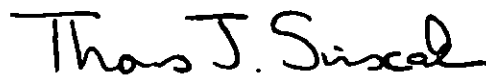
NOTICE TO PLEAD

TO: Core Communications, Inc., c/o counsel

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Pursuant to 52 Pa. Code § 5.101(f)(1), you are hereby notified that, if you do not file a written response to the attached Preliminary Objections of Verizon Pennsylvania Inc. and Verizon North LLC **within ten (10) days** from service of this notice, the facts set forth by Verizon Pennsylvania Inc. and Verizon North LLC in the Preliminary Objections may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to the attached Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on the undersigned counsel for Verizon Pennsylvania Inc. and Verizon North LLC.



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Dated: August 16, 2011

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**PRELIMINARY OBJECTIONS OF VERIZON PENNSYLVANIA INC.
AND VERIZON NORTH LLC TO THE FORMAL COMPLAINT
OF CORE COMMUNICATIONS, INC.**

Pursuant to 52 Pa. Code § 5.101, Verizon Pennsylvania Inc. (“Verizon PA”) and Verizon North LLC (“Verizon North”) (collectively, “Verizon”) object to the Complaint of Core Communications Inc. (“Core”) on two distinct but related grounds. The gravamen of Core’s Complaint is that Verizon breached the parties’ Pennsylvania Public Utility Commission (“Commission” or “PUC”) approved interconnection agreements (“ICAs”) by disputing Core’s bills and withholding payment. The ICAs on their face, however, entitle Verizon to withhold payments for disputed bills and, more importantly, clearly delineate mandatory procedures the parties must follow to resolve the dispute *prior* to Commission involvement. It is apparent from the face of the Complaint and Core’s associated admissions that the dispute resolution processes plainly laid out in the ICAs have not yet been followed or completed. Accordingly, the claim is not a case or controversy ripe for adjudication by the Commission, and therefore is legally insufficient. 52 Pa. Code § 5.101(a)(4).

For the same reason, Core’s complaint ignores and is inconsistent with the parties’ “agreement for alternative dispute resolution,” which must be completed before a complaint may be filed with the Commission. 52 Pa. Code § 5.101(a)(6). The Parties agreed to an alternative dispute resolution process that was deemed consistent with the Act and public policy when the Commission approved the ICAs. Indeed, in rejecting Core’s emergency relief request, the ALJ concluded that Core is not free to ignore those provisions and “only ...abide by the contracts when it is convenient.” ALJ Colwell’s Order Denying Interim Emergency Relief (“Order”) at 12. The Commission-approved ICAs and judicial economy both require that the parties comply with the foregoing provisions and attempt to resolve their disputes in good faith *before* seeking Commission involvement. Verizon has already been harmed in time, expense and legal fees by this needless and premature litigation – *precisely* the reason both parties and the Commission agreed to detailed procedures for negotiation prior to litigation.¹

I. BACKGROUND

1. On July 26, 2011, the Commission served Verizon with Core’s Complaint.² The “misconduct” alleged in Core’s Complaint is Verizon’s notice to Core that it disputed the validity of Core’s invoices from May 31 and June 30 for intercarrier reciprocal compensation. Core Complaint at ¶¶9-10. Core claims that Verizon breached the ICAs by disputing those bills and withholding payment, and demands that Verizon be ordered to pay those invoices and all subsequent invoices, even those that are in dispute. Core Complaint at ¶¶17-18.

¹ Core’s defense to ignoring the ICA’s dispute resolution requirements relies on its bald accusation that Verizon’s dispute is in bad faith. But Core offers no evidence to support its claim. Indeed, Core never claims that its bills are valid and accurate – just that they have been billing Verizon for a long time. The plain fact is that Verizon has legitimate reasons to doubt the validity of Core’s bills (*e.g.*, whether the quantities stated reflect actual traffic, whether the bills reflect the kinds of traffic that are compensable under the ICA, such as “Reciprocal Compensation Traffic” or “Internet Traffic,” and whether the traffic has been generated solely as part of an illegitimate scheme for intercarrier compensation rather than actual customer calls). Seeking bill validation and working through the dispute on a business-to-business basis would allow Verizon to either confirm its reasonable suspicions and take further legal action or provide a valid basis for Core’s bills.

² Core also filed on the same date a Petition for Interim Emergency Order at Docket No. P-2011-2253650. Verizon incorporates its Answer to the Petition for Interim Emergency Order as if set forth fully herein.

2. Concurrently with these Preliminary Objections, Verizon has filed an Answer, New Matter and Counterclaim for Affirmative Relief in response to Core's Complaint, which is incorporated herein by reference.

3. Verizon and Core are parties to two Commission-approved ICAs (referred to also as the "contracts"). Core Complaint ¶11. Verizon PA and Core interconnect pursuant to an ICA dated March 31, 2000 ("Verizon-PA/Core ICA"), and Verizon North and Core interconnect pursuant to an ICA dated August 24, 2005 ("Verizon North/Core ICA"). *Id.*³ Verizon and Core agreed to all terms in the ICAs, including various amendments to the contracts. July 29 hearing transcript ("Tr.") at 49-50. The ICAs govern all terms of interconnection and exchange of locally-dialed telephone traffic between the parties. Core Complaint ¶11. As demonstrated in greater detail below, the ICAs also contain explicit dispute resolution procedures to be followed when a dispute arises over billing or other aspects of the parties' performance.

4. On June 3, 2011, Verizon received invoices from Core, ostensibly for intercarrier reciprocal compensation, for locally-dialed traffic originating from Verizon and terminating with Core for the period May 1-31, 2011 ("May 31 Invoices"). Core Complaint ¶16 and Core Exhibit No. 1, Tab A. Those invoices contain (1) a total number of alleged minutes terminated by Core in each LATA; (2) a rate per minute, which Core admits is inaccurate and contrary to the contracts and federal law, Core Complaint, ¶¶11-14 of Mingo Affidavit; and (3) the product of those two factors, one of which is admittedly inaccurate (*i.e.*, the rate) and the other wholly unsubstantiated (*i.e.*, the minutes). *Id.* and Tr. at 104.

³ The Verizon-PA/Core ICA was approved by the Commission at Docket No. A-310922F2 and pertinent parts are attached to Verizon's Answer as Exhibit A. The Verizon North/Core ICA was approved by the Commission at Docket No. A-310183F2 and pertinent parts are attached to Verizon's Answer as Exhibit B.

5. On June 14, 2011, Verizon sent an email to Core employee Bret Mingo requesting one day of call records for calls Core was terminating and billing to Verizon. Exhibit C.⁴ After receiving no answer from Mr. Mingo for ten days, Verizon once again requested these records on June 24, 2011. *Id.* Over the next week, Verizon made four more requests in writing to Core for its terminating call records in order to validate the disputed May 31 Invoices. Core continuously refused to provide even one day of data.⁵ *Id.*

6. Without these records, Verizon remains unable to substantiate that Core's bills actually reflect any services for any traffic compensable under the parties' ICAs. The ICAs contain detailed definitions of "Reciprocal Compensation," "Local Traffic" and "Internet Traffic." *See, e.g.,* Exhibit A, Part B; Core Exhibit 6 §§ 1.1.3, 1.1.4, and 1.1.5.

7. Indeed, Core admitted in testimony that its bills are vastly overstated and inaccurate, and has provided no evidence that a single minute of traffic it claims to have terminated for Verizon actually exists, or meets the ICA's definitions for compensable traffic. Tr. at 16, 17, 23, 24, 59, 104.

8. Verizon sent Core letters on July 1, 2011, notifying Core that Verizon disputed the charges on the May 31 Invoices. Core Exhibit 1, Tab B. As Verizon explained in those letters, "review of the facts available to Verizon indicates that the traffic billed by Core to Verizon at reciprocal compensation rates is not in fact compensable to Core as reciprocal compensation." *Id.* Verizon also explained that "even if this traffic was in fact properly compensable to Core (which it is not), Core's billings are grossly overstated..." and Core has "overstated the quantity of traffic and has billed in excess of any rates that would apply, were the traffic compensable." *Id.* Verizon quantified the amounts associated with each of these

⁴ Exhibit C is attached to Verizon's Answer and was submitted into the record as Verizon Cross Exhibit No. 3 and was authenticated by Mr. Mingo and admitted into evidence during the July 29, 2011 evidentiary hearing on Core's emergency petition.

⁵ On August 16, 2011, Core stated its intent to produce those records by August 19, 2011 or earlier.

overlapping disputes, and provided those disputes and the quantification on a jurisdiction-by-jurisdiction basis. *Id.*

9. The contracts are clear and unambiguous that Verizon is not obligated to pay for traffic that does not meet the well-defined categories set forth in those contracts. *See* Core Exhibit 6 § 1.1.8 (“A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic” that is not required to pay under the FCC’s rules and orders); Core Exhibit 5 § 2.7.5 (“Verizon shall not pay Reciprocal Compensation for that portion which is determined not to be Reciprocal Compensation Traffic.”).

10. Having distinguished between traffic that is compensable and traffic that is not, the ICAs just as clearly entitle Verizon to validate the accuracy of Core’s bills, and they obligate Core to cooperate fully, including an obligation to provide validating records. *See* Exhibit A, Part A §§ 23.1 and 23.5; Exhibit B, General Terms and Conditions § 11.3(b) (“all reasonable requests for relevant information...shall be honored.”); *Id.* Part V § 2.7.4 (“Each party reserves the right to audit all Traffic...to ensure that rates are being applied appropriately...Each party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.”); *Id.* Part V § 2.7.5 (“Verizon may conduct audits of the traffic billed by [Core] as Reciprocal Compensation Traffic to determine whether such traffic is Reciprocal Compensation Traffic and therefore subject to Reciprocal Compensation.”).

11. Core’s President, Bret Mingo, in testimony, admitted that Verizon has the right to dispute the charges and request Core’s call detail records in order to investigate the validity of the charges. Tr. at 75-77.

12. Under the ICAs, Verizon is entitled to dispute Core’s bills and withhold payment for those portions of the bills that are in dispute. Exhibit A, Part A § 21.3 and Attachment VIII, § 3.1.9; Exhibit B, General Terms and Conditions § 11.3. The Verizon North/Core ICA § 2.7.5

specifically relates to reciprocal compensation, the very source of Core's claims: "If any such traffic is determined not to be Reciprocal Compensation Traffic, VERIZON shall not pay Reciprocal Compensation for that portion which is determined not to be Reciprocal Compensation Traffic." Exhibit B, Part V § 2.7.5.

13. Finally, the ICAs contain detailed dispute resolution procedures to be followed prior to Commission involvement. Exhibit B, General Terms and Conditions § 17 provides that:

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, *in the first instance*. Should such negotiations fail to resolve the dispute in a reasonable time, either party may initiate an action [before the Commission]. (emphasis added)

The contract also delineates the "reasonable time" for billing disputes, specifying a detailed dispute resolution process with several levels of escalation over 105 days. Exhibit B, General Terms and Conditions § 11.3(c). Similarly, Exhibit A, Attachment VIII § 3.1.9.1 states that, once a party is notified of a billing dispute, the "Parties will endeavor to resolve the dispute within sixty (60) days of the Bill Date on which such disputed charges appear." If resolution does not occur within sixty days, the dispute is escalated to a second level of management. *Id.*, Attachment VIII § 3.1.9.1.1. After 90 days, the dispute is escalated again, and, if the dispute is still not resolved after 120 days, only then does Section 24 of the ICA apply – which states that "the Parties agree that any dispute arising out of or relating to this Agreement *that the parties themselves cannot resolve*, may be submitted to the Commission for resolution." Exhibit A, Attachment VIII § 3.1.9.1 and Part A § 24 (emphasis added).

14. By letters dated July 1, 5, 12 and 18, Verizon informed Core that it was disputing the May 31, 2011 invoices and that the parties should follow in good faith the dispute resolution procedures in the ICA. Verizon's letters are attached to Core's Complaint as Tabs B, D, & E.

By letters dated July 14, 25, and 29, 2011, Verizon informed Core that it was disputing the June 30, 2011 invoices and offered to work with Core to resolve the dispute. Exhibit D.

15. As noted above, after a billing dispute is initiated under Section 3.1.9 of the Verizon-PA/Core ICA, the billing dispute requirements provide a timeline for escalation of the dispute up to and through 120 days of the bill date, which, in the case of the May 31, 2011 invoices, is at least September 28, 2011. Section 24 of the Verizon-PA/Core ICA allows for Commission intervention only *after* the dispute resolution fails. A contrary interpretation of that provision would read the dispute resolution procedures out of the ICA, or render them voluntary - contrary to their express terms.

16. The Verizon North/Core ICA, Exhibit B, has the same basic structure. Section 11.3 explicitly details the steps for billing dispute resolution across 105 days. Exhibit B, General Terms and Conditions § 11.3. And Section 17 requires that “any dispute between the parties... *shall* be addressed by good faith negotiation between the Parties, *in the first instance.*” *Id.* General Terms and Conditions § 17. (emphasis added). Thus, the dispute is not ripe for litigation until “such negotiations fail to resolve the dispute in a reasonable time.” *Id.*

17. Core filed the instant complaint on July 22, 2011, without complying with the dispute resolution procedures, and well before expiration of the dispute resolution time period contained in the ICAs.

II. PRELIMINARY OBJECTIONS

18. The Commission's Rules of Administrative Practice and Procedure permit the filing of Preliminary Objections under certain circumstances, including legal insufficiency of the pleading, and an agreement for alternative dispute resolution.⁶ In addition, Section 703 of the Public Utility Code ("Code") allows the Commission to dismiss a complaint without a hearing, if the Commission determines such a hearing "is not necessary in the public interest."⁷

19. Preliminary Objections allowed by 52 Pa. Code § 5.101 are comparable to a demurrer in a civil case, which is authorized by Rule 107(b) of the Pennsylvania Rules of Civil Procedure.⁸ The Commission has adopted this standard.⁹ In ruling on preliminary objections, the Commission must accept as true all well-pleaded facts of the non-moving party, and the undisputed relevant facts averred in the moving party's new matter will be deemed admitted.¹⁰

A. The Complaint Should Be Dismissed Because The Case Is Not Ripe For Adjudication.

20. This dispute has not ripened into a case or controversy for which Commission adjudication is required or appropriate, as Core has failed to exhaust its available contractual remedies under the ICAs. Accordingly, Core's Complaint should be dismissed as legally

⁶ 52 Pa. Code §§ 5.101(a)(4) & 5.101(a)(6).

⁷ 66 Pa.C.S. § 703(b). Unlike the courts where private parties typically bear litigation costs, the Commission is a regulatory agency whose costs are ultimately recovered in assessments and rates paid by ratepayers. Thus, an unnecessary continuation of this proceeding would harm the public interest.

⁸ A *demurrer* is an assertion that the complaint does not set forth a cause of action upon which relief can be granted, and it admits, for purposes of testing the sufficiency of the complaint, all properly pleaded facts, but not conclusions of law. *Hollywood v. First Nat'l Bank of Palmerton*, 859 A.2d 472 (Pa. Super. 2004), *reargument denied*, 583 Pa. 672, 876 A.2d 396 (2005); *Balsbaugh v. Rowland*, 447 Pa. 423, 290 A.2d 85 (Pa. 1972); *Milton Engle v. Parkway Co.*, 439 Pa. 559, 266 A.2d 685 (Pa. 1970).

⁹ *Application of Main Line Transit Service, Inc.*, Docket No. A-00116172, Initial Decision issued January 4, 2000, Final Order entered October 3, 2002.

¹⁰ See *Ciabattoni v. Rounsville*, Docket No. C-2009-2097477, 2009 WL 2986733 (Sept. 11, 2009); *Horton v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-2009-2097173, 2009 WL 3332182 (Oct. 13, 2009); 52 Pa. Code. § 5.63. As the Public Utility Bench Bar Conference Reference Manual states on pages 10-11, "In determining whether to grant a preliminary objection, the Commission must limit itself to reviewing the information contained in the Complaint and undisputed New Matter."

insufficient under 52 Pa. Code § 5.101(a)(4) as it states a claim for which relief cannot be granted at this time.

21. The ripeness doctrine is a “prerequisite” for judicial review reaching the merits of a dispute.¹¹ “To be ripe, an actual case or controversy must exist at every stage of the judicial process. The rationale for the ripeness doctrine is to prevent premature adjudications. The court must consider whether the issues are adequately developed for judicial review and what hardship the parties will suffer if review is delayed.”¹² The Commission will grant preliminary objections for lack of ripeness.¹³

22. As described below, once Core complies with the dispute resolution procedures, the dispute between the parties may well evanesce. However, the Commission may not issue advisory opinions on future potential disputes.¹⁴ Moreover, because the parties have not completed the dispute process, there is no actual case or controversy and the issues are not adequately developed for judicial review. Finally, under the plain terms of the ICAs, Core has no right to seek Commission involvement until the ICAs’ dispute processes are completed.

23. Core freely entered into contracts, which the Commission approved, that preclude the parties from seeking Commission relief prior to the exhaustion of certain dispute resolution procedures. Despite Core’s insistence to the contrary, these ICAs are clear and unambiguous that Verizon is entitled to dispute charges that it believes are improper.

24. The ICAs require the parties to proceed in good faith to attempt to settle the disputes between themselves and provide definitive escalation procedures and timelines for the parties to accomplish this process – 120 days from the bill date for Verizon PA and 105 days

¹¹ *Treski v. Kemper Nat’l Ins. Cos.*, 674 A.2d 1106, 1114 (Pa. Super. 1996).

¹² *Id.* (internal citations omitted).

¹³ *John Nørbeck, v. PECO Energy Co.*, Docket No. C-2008-2051267 (October 29, 2008 Initial Decision of ALJ Koster granting ripeness Preliminary Object affirmed by Order Entered August 23, 2010).

¹⁴ *Id.* ALJ Koster’s Initial Decision at 7-8.

from the date the bills are disputed for Verizon North – before the parties are permitted to come to the Commission to resolve their dispute.

25. Core has freely admitted that it has not complied with those provisions. Tr. at 147-48.

26. Core has pointed to no provision of the ICAs that allows it to avoid the dispute resolution terms of the ICAs by unilaterally declaring that Verizon's dispute is invalid.

27. Core relies on one factual allegation in its attempt to bypass the ICAs' dispute resolution provisions. But that allegation – that Verizon's dispute notice was not specific enough – is both incorrect and insufficient to ameliorate the provisions of the ICAs.

28. Core claims that “Verizon's notices provide no explanation” for Verizon's dispute, and that Verizon has “provided no basis for its non-payment.” Core Complaint at ¶18. Core provided the notices Verizon sent to Core as attachments to its Complaint. Core Exhibit 1, Tabs B, D, & E. In those dispute letters, Verizon explains its position in significant detail, pointing to a specific FCC Order, and stating that (1) “Core has overstated the quantity of traffic,” (2) “billed in excess of [the correct] rates,” and (3) that the “traffic billed by Core to Verizon at reciprocal compensation rates is not in fact compensable to Core as reciprocal compensation traffic.” Core Exhibit 1, Tab B. “Reciprocal Compensation” is a defined term in the ICA, one used repeatedly by Core in its Complaint, and a term which both its CEO and General Counsel admitted they understood. Yet, Core offers the baseless suggestion that Verizon's explanation was too vague to constitute a dispute as contemplated by the ICA as a matter of law. Verizon has legitimate reason to doubt not only the rate at which Core bills its traffic (which it admits is wrong), but whether Core is actually billing Verizon for legitimate traffic, and for traffic that is actually compensable as reciprocal compensation traffic under the ICAs.

29. Assuming *arguendo* that Verizon’s explanation for its dispute was not specific enough to suit Core, Core had a good faith obligation to garner greater specificity through the very dispute resolution process to which it agreed, and then ignored. Core’s admitted impatience with the terms and conditions it agreed to follow is insufficient to ripen a billing dispute into a justiciable claim for breach of contract.

30. The intent of the parties is gleaned from the language of the contract itself,¹⁵ and Core “may not claim its reasonable expectations are inconsistent with clear contract language.”¹⁶

31. It is clear as a matter of law that the Complaint itself violates the terms of the ICAs, for the clear intent of the parties, as demonstrated by the plain language of the ICAs, was to attempt to resolve such disputes through several layers of management prior to litigation.

32. Nor is there any merit to Core’s legal claim that the ICAs do not entitle Verizon to withhold *disputed* amounts. Exhibit A, Part A § 21.3 and Attachment VIII § 3.1.9; Exhibit B, General Terms and Conditions § 11.3. The Verizon North/Core ICA § 2.7.5 specifically relates to reciprocal compensation, the very fount of Core’s claims: “if any such traffic is determined not to be Reciprocal Compensation Traffic, VERIZON shall not pay Reciprocal Compensation for that portion which is not considered to be Reciprocal Compensation Traffic.” Exhibit B, Part V § 2.7.5.

33. At bottom, the plain fact is that the parties may very well resolve this dispute if the dispute resolution process is followed, and it is certainly true that no breach could possibly occur until the conclusion of that process. As both a matter of law and a matter of judicial economy, the Commission should not entertain hypothetical disputes for hypothetical harm, but must wait until the dispute ripens into a justiciable case.

¹⁵ *Gustine Uniontown Assocs., Ltd v. Anthony Crane Rental, Inc.*, 892 A.2d 830,837 (Pa. Super. 2006)

¹⁶ *Id.* (citing *Cresswell v. Pa. Nat’l Cas. Ins. Co.*, 820 A.2d 172 (Pa. Super. 2003)); *Standard Venetian Blind Co. v. Am. Empire Ins.Co.*, 503 Pa. 300, 469 A.2d 563 (1983).

34. Moreover, for the Commission to entertain this Complaint at this time would eviscerate the dispute resolution provisions of the ICAs and would set a dangerous precedent that any utility can simply ignore the provisions of a contract and importune the Commission whenever it is more convenient than following the contract to which it agreed.

35. This billing dispute simply is not ripe for adjudication, and the Commission should not allow Core to bypass contract provisions it is obliged to follow, and that were approved by the Commission. Core's Complaint should be dismissed as unripe and therefore legally insufficient.

B. The Complaints Should Be Dismissed Because An Agreement And Process For Alternative Dispute Resolution Exists.

36. The Commission's regulations provide for dismissal by preliminary objection where there is an "agreement for alternative dispute resolution." 52 Pa. Code §5.101(a)(6). As described above, the Commission-approved ICAs plainly mandate specific procedures for billing disputes and dispute resolution. Thus, the parties *agreed, ex ante*, to use *alternative* means of *dispute resolution* prior to seeking redress by this Commission and Section §5.101(a)(6) requires dismissal. Core may argue that the term "alternative dispute resolution" often implies third-party involvement, such as mediation and arbitration, but the Commission's rule did not limit alternative dispute resolution to third-party processes. Thus, the Commission's regulation at § 5.101(a)(6) states a clear requirement that parties, having agreed to an alternative to litigation, must exhaust that avenue first or face dismissal of their Complaint. That is the case here.

37. Indeed, as the Pennsylvania Supreme Court stated, in holding that "alternative dispute resolutions arrived at voluntarily by parties to a contract is to be fostered: Fundamental in our law of contracts is the axiom that parties may write their own contracts, and that it is the

function of the courts to interpret them and to enforce them as made.”¹⁷ This is particularly true here, where not only have the parties agreed to this alternative dispute resolution process, but it was affirmatively sanctioned by this Commission. Core’s Complaint should be dismissed as inconsistent with the parties’ Commission-approved agreement that provides for dispute resolution prior to institution of litigation.

38. Even assuming that all the facts set forth by Complainant are true, there is no ripe claim against Verizon in the Complaint for which the Commission can grant Complainant’s requested relief. Therefore, no hearing is necessary and the Complaint should be dismissed so as not to waste the limited time and resources of the Commission at this time.

WHEREFORE, for the reasons set forth above, Verizon Pennsylvania Inc. and Verizon North LLC respectfully request that the Preliminary Objections be granted and the Formal Complaints Docketed at Nos. C-2011-2253750 and C-2011-2253787 be dismissed preliminarily.

Respectfully submitted,



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¹⁷ *Pittsburgh Joint Collective Bargaining Comm. v. Pittsburgh*, 481 Pa. 66, 391 A.2d 1318, 1321-22 (1978).

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*Counsel for Verizon Pennsylvania Inc.
and Verizon North LLC*

Dated: August 16, 2011

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Preliminary Objections upon the parties, listed below, in accordance with the requirements of §1.54 (relating to service by a party).

Via First Class U.S. Mail

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*Counsel for Verizon Pennsylvania Inc.
and Verizon North LLC*

Dated this 16th day of August 2011