

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

April 30, 2012

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APR 30 2012

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

**Re: Core Communications, Inc. v. Verizon of Pennsylvania, Inc. and Verizon
North, LLC.
Docket Nos. C-2011-2253750 and C-2011-2253787**

Dear Secretary Chiavetta

Enclosed for filing please find the original plus three copies of the Answer of Core Communications, Inc. to Verizon's Motion for Order Imposing Bilateral Payment Obligations. **Please note that this Answer and associated attachments contain highly sensitive company financial and proprietary network information.** As such, Public and Confidential versions of the Answer are being filed. Core kindly requests that only the Public version be placed in the Commission's public files.

Copies of Core's Answer are being served on Verizon in accordance with the attached Certificate of Service. If you have any questions, please feel free to contact me.

Respectfully submitted,
STEVENS & LEE



Michael A. Grun

cc: Certificate of Service
Honorable Susan Colwell, Administrative Law Judge (via email and US Mail)

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APR 30 2012

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|---------------------------|---|--|
| CORE COMMUNICATIONS, INC. | : | |
| Complainant | : | PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU |
| | : | |
| v. | : | Docket No. C-2011-2253750 |
| | : | Docket No. C-2011-2253787 |
| VERIZON PENNSYLVANIA INC. | : | |
| and | : | |
| | : | |
| VERIZON NORTH, LLC | : | |
| Respondents | : | |
| | : | |

**ANSWER OF CORE COMMUNICATIONS, INC. TO VERIZON'S MOTION FOR
ORDER IMPOSING BILATERAL PAYMENT OBLIGATIONS**

PUBLIC VERSION

AND NOW, comes Core Communications, Inc. ("Core"), pursuant to Pursuant to 52 Pa. Code §5.103, and files this Answer in opposition to the Motion of Respondents Verizon Pennsylvania, Inc. and Verizon North, LLC. ("Verizon") for an order "imposing bilateral payment obligations" ("Motion") dated April 9, 2012. In support therefore, Core avers as follows:

INTRODUCTION

Verizon's Motion is procedurally and substantively deficient, and clearly should not be granted. Verizon's Motion seeks an Order directing Core to make certain payments to Verizon during the pendency of the litigation and before a final determination is made on the merits of Verizon's counterclaims. While couched as a simple "Motion", Verizon's filing is actually seeking interim emergency relief from the Commission. Verizon's Motion is fatally flawed because it does not comply with the Commission's well-established procedures for obtaining

such relief and even if it did, Verizon's Motion does not satisfy the clear substantive criteria for granting such relief. Furthermore, even if these fatal flaws were overlooked, the facts of the case certainly do not warrant the relief that Verizon requests. The circumstances that the Commission relied upon to order Verizon to continue paying Core's invoices simply are not present with respect to the billings referenced in Verizon's Motion. Contrary to the statements made in Verizon's Motion, Core undeniably has disputed Verizon's billings repeatedly since 2003, and Core continues to assert that Verizon's billings are improper. By contrast, Verizon had never disputed Core's invoices and consistently paid Core's invoices before suddenly declaring that payment would cease. For these reasons and other, there is no relevant comparison between Core's disputes of Verizon's bills on the one hand, and Verizon's disputes of Core's bills, on the other, that would justify granting Verizon's Motion.

STATEMENT OF FACTS

Verizon's Unjustified Non-Payment of Core's Reciprocal Compensation Invoices

1. Beginning in July, 2011, Verizon and its affiliates abruptly stopped paying Core and its affiliates' reciprocal compensation invoices in Maryland, New York, Pennsylvania and Virginia, which it had paid without dispute for years. In explanation, Verizon simply stated that "the traffic billed... is not in fact compensable to Core as reciprocal compensation traffic."

2. Verizon did not invoke the dispute provisions of the relevant interconnection agreements with Core before its sudden cessation of payment.

3. Core filed its original Complaint and Petition for Interim Emergency Order on July 22, 2011. Core asked the Commission to order Verizon to pay its outstanding Pennsylvania intercarrier compensation invoices, since it had no valid dispute pending.

4. A hearing was held before ALJ Susan D. Colwell on July 29, 2011. At this hearing, Verizon had an opportunity to present a witness to explain its alleged “disputes” relative to Core’s intercarrier compensation invoices, but Verizon chose not to do so.

5. On August 3, 2011, ALJ Colwell issued an Order denying Core’s Petition, and certified the question of whether the relief Core sought was appropriate to the Commission.

6. On August 4, 2011, ALJ Colwell ordered the parties to exchange call detail records (“CDRs”) with respect to Pennsylvania traffic terminating on each party’s network.

7. Verizon filed its New Matter and Counterclaim Seeking Affirmative Relief (“Verizon New Matter”) on August 16, 2011. In it, Verizon finally revealed its position relative to Core’s traffic to Verizon as well as its own traffic bound for Core.

8. With respect to Verizon’s traffic to Core, Verizon alleged that essentially all of the calls Verizon sent Core were directed to just a handful of telephone numbers on Core’s network, leading Verizon to the conclusion that Core was self-generating “terminating minutes solely for the purpose of inflating reciprocal compensation.” Verizon New Matter, at ¶ 115.

9. The parties exchanged CDRs on or about August 19, 2011. Core sent Verizon CDRs for Maryland, Pennsylvania, New York and Virginia, while Verizon sent Core CDRs for Pennsylvania only. The CDRs conclusively demonstrate that Verizon’s allegation that essentially all of the calls Verizon sent were directed to just a handful of telephone numbers, and its resulting conclusion that Core was self-generating terminating minutes, is incorrect and has no basis in fact.

10. On September 23, 2011, the Commission issued an Opinion and Order in Docket No. P-2011-2253650 granting Core the relief sought in its Petition (“*Material Question Order*”).

11. The Commission found that “Verizon’s failure to pay has an adverse financial impact on Core... This adverse financial impact, in turn, threatens Core’s ability to provide reasonably continuous service to its customers.” *Material Question Order*, at 14.

12. The Commission further found that “Verizon has instituted what amounts to a “self-help” remedy by unilaterally deciding to withhold payment to Core for the traffic at issue *without providing a factual or legal basis for such unilateral action*. Verizon’s conduct appears to violate the spirit, if not the letter, of the Commission-approved ICAs between the Parties. A violation of the ICAs in turn would constitute a violation of the Telecommunications Act of 1996. 47 U.S.C. §§ 251 and 252.” *Material Question Order*, at 16 (*emphasis added*).

13. The Commission ordered that “within five business days of the entry of this Opinion and Order, Verizon Pennsylvania Inc. and Verizon North LLC shall pay the May and June 2011 invoices issued by Core Communications, Inc. in the same ratio by which Verizon Pennsylvania Inc. and Verizon North LLC previously paid invoices issued by Core Communications, Inc.” and that “beginning with the July 2011 invoice and continuing through the completion of this proceeding, Verizon Pennsylvania Inc. and Verizon North LLC shall make timely monthly payments to Core Communications, Inc. in the same ratio by which Verizon Pennsylvania Inc. and Verizon North LLC previously paid invoices issued by Core Communications, Inc.” *Material Question Order*, at 20 (ordering paragraphs 3 & 4).

14. On September 28, 2011, Verizon wired payment of Core’s outstanding invoices for locally-dialed traffic. Since then, Verizon has continued to pay Core’s invoices at the FCC’s mirroring rate of \$0.0007/MOU. However, even with the extraordinary relief the Commission granted Core, Verizon’s continuing non-payment of *all forms of intercarrier compensation not*

covered by the Commission's order, continues to threaten Core's ability to provide reasonably continuous service to its customers.

15. Despite the fact that Core produced CDRs to Verizon for traffic in Maryland, New York and Virginia (in addition to Pennsylvania) in August of last year, Verizon has never reviewed these CDRs, provided CDRs of its own, or articulated any coherent reason to dispute Core's invoices. Yet, Verizon continues to withhold 100% of payments due in those states. Even rated at the FCC's mirroring rate of \$0.0007/MOU, the amounts Verizon is withholding in these other states is substantial: **BEGIN CONFIDENTIAL [REDACTED] END CONFIDENTIAL** in Maryland and **BEGIN CONFIDENTIAL [REDACTED] END CONFIDENTIAL** in Virginia.

16. Further, Verizon's wireless and long distance affiliates are also responsible for Core's collection problems and resulting financial difficulties. In February of 2011, Verizon Business disputed certain of Core's switched access charges, and abruptly stopped paying any switched access charges whatsoever. Verizon Business currently has an open balance of **BEGIN CONFIDENTIAL [REDACTED] END CONFIDENTIAL** with Core and its affiliates for intrastate and interstate switched access. This amount includes substantial sums due in Pennsylvania intrastate charges owed Core by Verizon entities within the Commission's jurisdiction. Meanwhile, Verizon Wireless has never paid Core any compensation for the termination of calls on Core's network, hiding behind the conundrum that it has no ICA with Core, and CLECs cannot pursue ICA arbitration against wireless carriers.

Core's Longstanding Technical & Pricing Disputes Regarding Verizon's Provision of Interconnection Trunks

17. With respect to Verizon's claims regarding its bills to Core, the fact is that Core has attempted to order and receive interconnection trunks from Verizon for the exchange of one-way outbound and exchange access trunks pursuant to the ICAs and section 251(c)(2) of the Act since roughly 2003, but Verizon to date has failed to provide such services, in violation of the ICAs and the Act.

18. The billings that Verizon references in the Motion have been erroneous and unjustified since they were initiated. Core has steadily and consistently disputed Verizon's billing since 2003, by means of voluminous correspondence, including emails, spreadsheets and formal letters, as well as numerous attempts to discuss the billings with the appropriate Verizon personnel face-to-face and telephonically. A copy of the main body of this correspondence is attached hereto as **Appendix A**.

19. Despite Core's numerous and continuing efforts to resolve its disputes, Verizon has steadfastly refused to even consider Core's disputes, much less work to resolve them in good faith.

20. Verizon has billed Core using interstate and intrastate switched access rate and rate elements, even though the trunks are section 251(c)(2) interconnection facilities for the transport of telephone exchange and exchange access traffic and should therefore be priced at TELRIC rates and using TELRIC rate elements, consistent with the language of the Act, FCC rules and regulations, the ICA and the recent Supreme Court decision in *Talk Am., Inc. v. Michigan Bell Tel. Co.*, 131 S. Ct. 2254, 2264-65, 180 L. Ed. 2d 96 (2011).

21. In its New Matter and Counterclaim, ¶ 80, Verizon relies on the FCC's 2005 *Triennial Review Remand Order* ("TRRO") to justify the outrageously high special access rates it seeks to collect from Core (i.e., the alleged "\$56,429.39 per month" referenced in Verizon's Motion).

22. The TRRO has no relevance to the section 251(c)(2) interconnection services Core has attempted procure, nor does it provide any basis for Verizon's billings to Core. Indeed, the Supreme Court recently rejected the very legal theory Verizon sets forth in this paragraph, rendering Verizon's position legally untenable.

23. The Court found that:

The *Triennial Review* orders eliminated incumbent LECs' obligation under § 251(c)(3) to provide unbundled access to entrance facilities. But the FCC emphasized in both orders that it "d[id] not alter" the obligation on incumbent LECs under § 251(c)(2) to provide facilities for interconnection purposes. Because entrance facilities are used for backhauling and interconnection purposes, the FCC effectively eliminated only unbundled access to entrance facilities for backhauling purposes—a nuance it expressly noted in the first *Triennial Review* order. That distinction is neither unusual nor ambiguous. In these cases, the Commission is simply explaining the interconnection obligation that it left undisturbed in the *Triennial Review* orders." (Citations omitted). *Talk America*, 131 S. Ct., at 2264 (2011).

24. Pursuant to the Supreme Court's direction, section 251(c)(2) interconnection remains available to CLECs at the Commission-approved TELRIC rates set forth in the ICAs, rather than unregulated special access rates that Verizon seeks to charge. Accordingly, Verizon's bills to Core should be priced much lower than they actually are, as indeed Verizon tacitly admits by offering up a TELRIC monthly figure (\$14,500.00) that is roughly one quarter of the monthly amount Verizon actually bills.

25. As set forth in Core's Answer to Verizon's counterclaims, Core's disputes of Verizon billings are not limited to pricing concerns. Verizon has failed to configure the trunks in the manner that Core requested and the ICA requires.

26. For many years, Core requested and Verizon provisioned one-way outbound local and two-way exchange access trunks to Core using multi-frequency ("MF") signaling. Core disputes Verizon's billings for MF outbound local trunks in their entirety. See, Core Answer to Verizon Counterclaim, at ¶ 87. Despite numerous requests, Verizon never enabled these trunks to pass the ANI/CPN of Core's end users, rendering these trunks useless. In addition, Verizon designated these trunks as special access trunks, making Core's outbound local traffic appear to be toll in nature. Core also disputes Verizon's billings for MF exchange access trunks in their entirety. Verizon never enabled these trunks to pass ANI/CPN to or from Core, rendering these trunks useless. As a result, Core has disconnected all of the MF trunking.

27. Beginning in late 2009, Core attempted to order new trunks using Signaling System 7 ("SS7") instead of MF. While these newer SS7 trunks do pass ANI/CPN, they are subject to other problems. On the SS7 one-way outbound local trunks, Verizon is inserting Core's carrier identification code ("CIC") into the call stream, making Core's outbound local traffic appear to be toll in nature to the terminating carriers who receive Core's traffic through Verizon's tandems.

28. On the SS7 two-way exchange access trunks, Verizon is not transmitting third-party carriers' CIC or operating carrier number ("OCN") in the call stream, making it difficult or impossible for Core to properly bill and collect appropriate switched access charges from carriers.

29. Core has requested Verizon to modify the SS7 trunks to address these concerns, but Verizon refuses to make any significant changes. It is technically feasible for Verizon to configure the trunks in the manner Core requested. Further, the modifications Core requested are required by, or at the very least consistent with, the ICAs.

Argument

Although styled as a plain vanilla motion pursuant to “66 Pa. C.S. § 331, 52 Pa. Code § 5.103 and 47 U.S.C. § 252,” Motion, at 1, Verizon’s filing is in reality a petition for interim emergency relief in that it seeks a binding directing Core to make certain payments during the pendency of a proceeding. The Commission’s rules define “Interim emergency order” as “[a]n interlocutory order issued by a presiding officer which is immediately effective and grants or denies injunctive relief during the pendency of a proceeding.” 52 Pa. Code § 3.1. By demanding that the Commission “enter an order imposing bilateral payment obligations on the parties for the duration of these proceedings...,” Motion, at 7, Verizon clearly seeks an interim emergency order, i.e., an interlocutory order which grants injunctive relief during the pendency of these proceedings.¹

The problem is that Verizon’s filing does not even attempt to meet the burden of proof on the elements necessary to establish a need for interim emergency relief. Section 3.6 of the Commission’s regulations state:

§ 3.6. Petitions for interim emergency orders.

* * *

(b) To the extent practicable, a petition for an interim emergency order must be in the form of a petition as set forth in § 5.41

¹ It should also be noted that Verizon’s Motion fails to comply with multiple basic Commission procedural rules governing Motions practice. First, the Motion is not divided into numbered paragraphs as required by 52 Pa. Code §1.31(a). Secondly, the Motion is not accompanied by a Notice directing Core to file a responsive pleading, as required by 52 Pa. Code §5.103(b).

(relating to petitions generally). A petition for an interim emergency order must be supported by a verified statement of facts which establishes the existence of the need for interim emergency relief, including facts to support the following:

- (1) The petitioner's right to relief is clear.
- (2) The need for relief is immediate.
- (3) The injury would be irreparable if relief is not granted.
- (4) The relief requested is not injurious to the public interest.

52 Pa.Code § 3.6.

Although Verizon's Motion does not address any of the four prongs needed for interim emergency relief, the most notable deficiency is the absence of any evidence that could possibly establish the need for immediate relief or the threat of irreparable harm. Simply put, there is no urgency behind Verizon's request. Despite Core's consistent disputes relative to Verizon's billings, Verizon never once brought the issue of Core's "non-payment" to the Commission's attention, until faced with Core's complaint and emergency petition in this matter.

Further, there can be no comparison between Core's longstanding, consistent and coherent disputes regarding Verizon's trunking bills, and Verizon's sudden, unprecedented and unsubstantiated disputes regarding Core's reciprocal compensation bills. In contrast to Verizon's disputes of Core's billings, Core has consistently maintained valid disputes of Verizon's billings since 2003. Verizon's statement that "Core has never filed a dispute regarding any Verizon invoice," Motion, at 6, is simply false, as demonstrated by the lengthy correspondence attached hereto as **Appendix A**, and demonstrates Verizon's continuing refusal to address Core's disputes in good faith. Instead, Verizon continues to issue special access bills which are many times greater than bills would be using the TELRIC rates set forth in the ICAs; and continues to ignore Core's technical concerns. By contrast, Verizon has never challenged the technical parameters

of the call termination service that Core provides, i.e., whether it works, whereas Core, for many years, has consistently challenged the technical sufficiency of the “high capacity” services Verizon allegedly provides to Core.

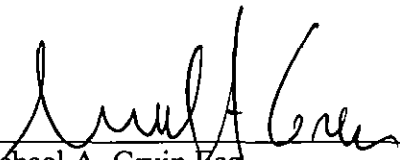
Finally, Core is not opposed in principal to the notion that each party should pay at least that part of the other parties’ bills that are not contested in good faith. However, even though Verizon has complied with the Commission’s Order, Verizon’s non-payment continues in a myriad of other contexts. Indeed, Verizon uniquely pays the amounts required by the Commission’s order, and withholds all other compensation from Core. Currently, Core bills Verizon for reciprocal compensation pursuant to the ICAs, facilities charges (muxing and dedicated port charges) pursuant to the ICAs, and switched access charges pursuant to Core’s intrastate switched access tariff. But Verizon only pays the reciprocal compensation invoices, and only pays those in order to comply with the Commission’s Order. If the old adage “sauce for the goose is sauce for the gander” were to be fairly applied, then Core’s facilities and switched access bills to Verizon in Pennsylvania must be taken into account, if not the many, many other accounts on which Verizon’s affiliates pay Core and its affiliates nothing.

PRAYER FOR RELIEF

WHEREFORE, Complainant Core Communications, Inc. respectfully requests that the Commission enter an Order:

- A. Denying Verizon’s Motion; and
- B. Granting such other relief as the Commission may deem appropriate.

Respectfully submitted,



Michael A. Guin Esq.
Stevens & Lee
Attorney ID No.: 78625
17 N. 2nd St.
16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
mag@stevenslee.com

*Counsel for Complainant Core
Communications, Inc.*

April 30, 2011

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

APPENDIX A

CORE COMMUNICATIONS, INC.

209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

May 19, 2011

By Overnight Mail
William G. Cummings
Verizon
Customer Financial Services
Director Special Assets
204 Second Ave., Room 401
New York, NY 10003
(212) 982-3160

Mr. Cummings,

In response to your email and spreadsheet dated April 25, 2011, Core Communications, Inc. and its affiliates (collectively, "Core") have repeatedly and continuously disputed Verizon's trunks related billings since their very inception. Core's disputes have challenged not only the rate which Verizon has applied, but also the technical adequacy of the services Verizon has supposedly rendered. *First*, Verizon has steadfastly billed Core at inflated and largely unregulated "special access" rates in lieu of the cost-based rates arbitrated before state commissions and set forth in interconnection agreements ("ICAs") between Core and Verizon. *Second*, the trunks Verizon has actually installed have been defective on a wide front, including but not limited to, failure to pass important call detail information with outbound calls and, more recently, passing inaccurate call detail information. As we have communicated to Verizon repeatedly over the years, these technical deficiencies have not only rendered the trunks useless to Core; they have also stymied Core's attempts to diversify its business plan and customer base.

Specifically to your erroneous statement that "Verizon shows a past due amount in excess of \$8.7M, *without the explanatory benefit of offsetting Core Communications' disputes* of Verizon charges," (emphasis added) Core has disputed Verizon's trunks billing invoices and practices in correspondence including but not limited to the following:

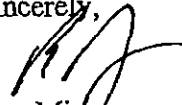
- 4/7/2003 Letter from Shannon Hall, Core, to Verizon Disputes
- 7/28/2003 Letter from Bret Mingo, Core, to Sandra Cook, Verizon
- 12/9/2003 Letter from Bret Mingo, Core, to Christine Arruda, Verizon
- 12/6/2005 Letter from Bret Mingo, Core, to Ellen Horgan, Verizon
- 10/12/2005 Letter from Bret Mingo, Core, to Ellen Horgan, Verizon
- 1/24/2007 Letter from Bret Mingo, Core, to Lynn Wrightman, Verizon
- 3/21/2007 Letter from Bret Mingo, Core, to Jeannette Nolan, Verizon
- 6/18/2007 Letter from Bret Mingo, Core, to Timothy Kineen, Verizon

- **7/18/2008 Letter from Bret Mingo, Core, to Timothy Kineen, Verizon**
- **5/8/2008 Letter from Bret Mingo, Core, to Timothy Kineen, Verizon**
- **3/6/2008 Letter from Bret Mingo, Core, to Timothy Kineen, Verizon**

Before we move forward with further discussions, it is important for Verizon to acknowledge that the implication you raise—i.e., that Verizon's billings to Core are not disputed—is inaccurate. While we would prefer to move forward in the "constructive effort" you suggest, we cannot continue with discussions based on a false premise, and a seemingly willful refusal to honor documented disputes.

I await your reply.

Sincerely,



Bret Mingo
President

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail
Timothy Kineen
Manager – Wholesale Claims
185 Franklin Street
Room 900
Boston, MA 02110
(617) 743-6915

July 18, 2008

Timothy:

As previewed in my May 8, 2008 letter to you, Core recently submitted ASRs to Verizon to order one-way outbound local and two-way exchange access trunks (i.e., T1's) in Pennsylvania.

Unfortunately, as we anticipated (and as we have seen in the past), Verizon's trunks ordering system prevents us from ordering all of these trunks at the cost-based interconnection rates set forth in Core's ICAs with Verizon.

Specifically Verizon's systems require CLECs to use a "PIU" or "percentage of interstate usage" of 100 for two-way exchange access trunks orders, and will reject any such trunks order that does not specify a PIU of 100. We understand from our past communications with you that submitting an order with a PIU of 100 will (without manual intervention) automatically result in subsequent billing based on rates set forth in Verizon's access tariffs, in lieu of the ICAs. This as you know is unlawful and unacceptable.

Having no alternative but to submit our trunks orders using a PIU of 100, your group needs to intervene to ensure that Verizon bills us at the cost-based rates set forth in the ICAs for the two-way exchange access trunks. To facilitate your review, here are the PONs for our two-way exchange access trunks orders:

DS1IXCLATA232-1D
DS1IXCLATA232-2D
DS1IXCLATA234-1D
DS1IXCLATA234-2D
DS1IXCLATA230-1D
DS1IXCLATA230-2D
DS1IXCLATA228-1D
DS1IXCLATA228-2D
DS1IXCLATA226-1D

In addition, we have submitted ASRs for one-way outbound trunks to handle local traffic from Core to Verizon. We submitted a PLU of 100 for these trunks, and the Verizon ordering system appears to have accepted these orders. Again, your group should review these orders to ensure that the trunks are billed at the cost-based rates set forth in the ICAs. Here are the PONs for our one-way outbound local trunks orders:

DS1L1WLATA234-1D
DS1L1WLATA234-2D
DS1L1WLATA232-1D
DS1L1WLATA232-2D
DS1L1WLATA230-2D
DS1L1WLATA230-1D
DS1L1WLATA230-3D
DS1L1WLATA226-1D
DS1L1WLATA228-2D
DS1L1WLATA228-1D

As you review these orders in Verizon's system, you will see that we have used the remarks sections of each order to indicate our expectation that your group will bill us correctly pursuant to the ICAs. We look forward to resolving billing for these new trunks orders in compliance with those ICAs.

Regards,

Bret Mingo
President

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail
Timothy Kineen
Manager – Wholesale Claims
185 Franklin Street
Room 900
Boston, MA 02110
(617) 743-6915

May 8, 2008

Timothy:

As you are aware, Core and Verizon have begun the process to create new SS7 trunk groups across all of our interconnections.¹ Verizon has already issued ASRs to Core to establish trunks for Verizon's originating local traffic. Now it is time for Core to issue ASRs to Verizon for Core's originating local traffic and two way trunks for exchange access traffic.

Core is preparing ASRs now for DS3 transport and DS1 trunks and will issue them to Verizon shortly. In order to avoid the pervasive billing issues associated with the existing MF trunk groups, we want to once again relay and underline our expectations as set forth in the ICAs between Core and its affiliates and Verizon:

- Verizon will bill Core for all interconnection trunks at the cost-based rates set forth in the interconnection sections and associated pricing sheets contained in the ICAs.
- These cost-based rates apply equally to trunks carrying local traffic as well as for trunks exchanging access traffic with IXCs.
- These cost-based rates apply to the DS3 transport circuits as well as the DS1 trunks.

We also want to avoid any possible confusion relative to the data contained in the ASRs. In the past we have followed directions provided by Verizon account managers, yet the billing resulting from these instructions has been consistently wrong. Whether these discrepancies arise because of the flaws inherent in Verizon's provisioning process,


¹ For purposes of this letter "Core" refers to each of the following entities: Core Communications, Inc., CoreTel New York, Inc. and CoreTel Virginia, LLC.

or because Verizon simply refuses as a matter of policy to provide cost-based interconnection, is not clear to us. However, we are determined to eliminate any ambiguities that could even arguably exist in the trunk ordering process. So, as soon as they become available, we will forward to you the PONs associated with the ASRs we will be submitting to Verizon for the provision of transport circuits, outbound local trunks and two-way exchange access trunks. We expect that submission of these ASRs will result in Verizon billing us in accordance with the cost-based pricing set forth in our ICAs. We ask that you review the ASRs PON by PON as they are submitted, and **IDENTIFY ANY DATA FIELD AND ENTRY THAT—IN YOUR VIEW—WOULD RESULT IN VERIZON BILLING CORE ANYTHING OTHER THAN THE COST-BASED RATES SET FORTH IN THE ICAS.**

As an initial matter, please note that Verizon's ASR provisioning system—the so-called "CSG"—is indeed inherently flawed so as to reject orders for local trunks. As you know, trunks for local traffic should have a PLU of 100%. Yet, Verizon's CSG will not accept a PLU of 100%, and we have documented evidence that this system will reject any attempt to enter a PLU of 100% for local trunks. Accordingly, because Verizon's CSG will not permit entry of an accurate PLU, we will also enter a notation in the remarks field to the effect that we are ordering a local service product from our ICAs and Verizon must bill us accordingly. We will also enter a notation that you should be contacted in order to ensure Verizon's invoices issue at the cost-based rates set forth in our ICAs.

As you are aware, Verizon's billing for the existing MF trunks has been mangled beyond recognition and beyond repair. Our most recent review of the bills demonstrates that certain rates have been zeroed out, other rates have been increased, many of the rates appear to reflect inappropriate special access pricing, **BUT NONE OF THE BILLING REFLECTS THE COST-BASED RATES SET FORTH IN THE ICAS.** This situation cannot continue. Unless we are able to order, receive, and be billed correctly for, the new SS7 trunks, we will have no alternative but to pursue relief before the appropriate forum(s), including but not limited to an inquiry into whether Verizon truly offers interconnection at cost based rates pursuant to the ICAs and sections 251 and 271 of the Act. Such an inquiry could well result in a determination that Verizon's section 271 approval is no longer warranted.

Regards,


Bret Mingo
President

CORE COMMUNICATIONS, INC.

**209 West Street
Suite 302
Annapolis, Maryland 21401**

**Tel. 410 216 9865
Fax 410 216 9867**

March 6, 2008

BY OVERNIGHT MAIL

Timothy Kinneen
Manager – VSO Customer Financial Service
185 Franklin Street, Room 900
Boston, MA 02110

Mr. Kinneen:

This letter responds to your letter dated February 5, 2008. Core Communications, Inc., CoreTel New York, Inc., and CoreTel Virginia, LLC (collectively “Core”) dispute all charges amounts referenced in your February 5, 2008. As Core has explained in multiple writings – and as I explained to Verizon’s representative in person when I traveled to Boston, MA to address Verizon’s false billings – Core does not owe Verizon for the charges referenced in your letter.

Foremost, several of Verizon’s operating entities– including but not limited to Verizon New York Inc. and Verizon Virginia Inc.¹ – have refused to provide Core with the cost-based interconnection trunks that Core is entitled under the Communications Act (47 U.S.C. § 251(c)(2)), binding Federal Communications Commission (“FCC”) precedent, and the parties’ interconnection agreements. Core has explained this repeatedly to your organization and the myriad of predecessor Verizon organization units that have come and gone over the last several years.

In my June 18, 2007 letter and at other times, I expressed a desire for Verizon to provide the cost-based interconnection trunk facilities to which Core is entitled. I also proposed that the parties work together to address cooperatively issues related to the interconnection facilities that the Verizon entities wrongly and incorrectly provisioned. Indeed, as noted above, I traveled to Boston for the sole purpose of attempting to come to a common understanding with Verizon on these issues, and to ensure that Core was able

¹ Your reference to Washington, D.C. is odd, as Core is not interconnected with Verizon Washington D.C., and Core does not now and has never provided service in Washington, D.C. Core does interconnect with Verizon Maryland Inc., and Core provides service in Maryland. Verizon’s independent decision to serve portions of its Maryland customer base from sites Washington, D.C. has no bearing on the location of Core’s facilities, Core’s customers, or the local interconnection facilities that Core utilizes for 251(c)(2) interconnection with Verizon Maryland Inc. Your letter is limited to New York, Virginia, and Washington, D.C. and makes no mention of Maryland, Pennsylvania, or any other jurisdiction in which Core operates.

to obtain cost-based interconnection trunking facilities. Your letter explicitly rejects Core's request for cost-based interconnection trunks and Core's proposed process for resolving this dispute. This rejection, combined with Verizon's continued false billing of Core demonstrates that Verizon never has abided by its statutory, regulatory, and contractual obligations to provide cost-based interconnection trunks to Core.

Verizon's refusal to provide cost-based interconnection trunks not only violates section 251(c)(2) of the Act, the FCC's precedent, and the parties' interconnection agreements, but it also violates Verizon's cost-based interconnection obligation contained in the section 271 competitive checklist. 47 U.S.C. § 271(c)(2)(B)(ii). If the parties cannot work out a negotiated resolution to this dispute in the very short term, Core will be left no choice but to file a complaint against Verizon New York Inc., Verizon Virginia Inc., and Verizon Washington, D.C. Inc. pursuant to section 271(d)(6) of the Act, which relates to checklist violations. 47 U.S.C. § 271(d)(6). By statute, the FCC is obligated to resolve such complaints within 90 days of filing, and a wide array of remedial action is available to the FCC, including revocation of Verizon's authority to originate in-region, interLATA traffic in the jurisdictions in question.

Core very much would prefer to work with Verizon on a business-to-business basis to resolve these issues. Indeed, Core has been attempting to work with Verizon on this issue for quite a long time. Every time we get close to resolution, it seems, Verizon conducts another internal reorganization, and Core is forced to start from scratch with new Verizon employees. It is time for the parties to resolve these issues on a business-to-business basis, or seek adjudicatory assistance from the FCC. With that in mind, please find attached interconnection request letters that were mailed yesterday to the appropriate contacts within Verizon's state affiliates. The letters outline Core's request for new interconnections at most of our existing wire centers using SS7 signaling. As was the case with our existing interconnections, Core is requesting local trunks and some exchange access trunks at cost-based rates pursuant to section 251(c)(2) of the Act. We fully expect that you will work to ensure that these new interconnection trunk groups are billed correctly from the beginning, so we can all avoid the gigantic morass of correspondence that has arisen in connection with the existing interconnections.

I would appreciate a response from Verizon on or before March 27, 2008. If you have any questions or need additional information, please contact me.

Very truly yours,



Bret Mingo
President

CORETEL VIRGINIA, LLC
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Certified Mail

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038

March 5, 2008

Re: New Interconnections in LATAs 246, 248 & 252

To Whom It May Concern:

In accordance with section 4 of the current interconnection agreement (ICA) between CoreTel Virginia, LLC. ("Core") and Verizon Virginia Inc. ("Verizon"), Core hereby requests direct physical interconnection with Verizon pursuant to section 251(c)(2) of the 1996 Telecommunications Act and the applicable interconnection terms of the ICA at the following locations:

- LATA 246: Ashburn, Virginia. Core's new switch is CLLI ASBNVACYGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 246 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 246.
- LATA 248: Richmond, Virginia. Core's new switch is CLLI RCMDVAUIGT1. Verizon will deliver its outbound traffic from each of its tandems in LATA 248 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 248.
- LATA 252: Norfolk, Virginia. Core's new switch is CLLI NRFMVAUCGT1. Verizon will deliver its outbound traffic from each of

its tandems in LATA 252 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 252.

For each of these CLLIs, Core's switch is SS7-enabled, STPs are live, and point codes are established. For each of these interconnections, Core has arranged with Verisign to establish SS7 connectivity between Core and Verizon.

Notably, Verizon and Core have previously interconnected using Verizon outside plant (i.e., "loop") or dedicated (i.e., "IOF") facilities at each of the CLLI site locations listed above. Those facilities remain in place with ample spare capacity to enable new interconnections. As a general matter, Verizon should plan to establish outbound local trunks to Core at each CLLI from each Verizon tandem in the same LATA. Core intends to purchase outbound local and exchange access trunks from each CLLI to each Verizon tandem in the same LATA at the cost-based rates set forth in the ICA and as required by section 251(c)(2) of the 1996 Act.

To clarify, Core is not requesting that the existing interconnection trunk groups (which utilize MF signaling) between Core and Verizon at these CLLIs be turned down at this time. Currently Verizon delivers a substantial amount of traffic to Core (and Core delivers a very small amount of traffic to Verizon) over these existing trunk groups. It is Core's position that Verizon has systematically refused to offer section 251(c)(2) interconnection with respect to these existing trunk groups because (1) Verizon has refused to provide trunks for Core's outbound traffic at the cost based interconnection rates set forth in the ICA; (2) Verizon has refused to deliver ANI to Core over the existing Verizon outbound trunks; and (3) Verizon has refused to accept ANI from Core over the existing Core outbound trunks. Verizon's actions with respect to the existing trunk groups have caused great harm to Core. It is Core's hope that the parties can use the new interconnections as a means to foster a better working relationship and avoid issues that have arisen in the past.

Finally, I want to highlight the fact that Core has existing and potential customers that anxiously await the establishment of the new interconnections requested in this letter. While the existing interconnection trunk groups do handle a large volume of traffic, Verizon's refusal to transmit ANI to Core or accept ANI from Core over these existing MF trunk groups has severely limited Core's ability to deploy services, in particular outbound services. Based in large part on Verizon's insistence that it will not deliver or accept ANI or CPN over MF trunks, Core has invested substantial resources to create an SS7 network for interconnection with Verizon. The sooner we can establish the new interconnections using SS7, the sooner Core can in fact offer expanded services to its customers. I would note the Proposed Order of Hearing Examiner dated February 24, 2006, in Maryland Public Service Commission Case No. 9013 (page 48), found that Verizon should be able to provide interconnection trunks using existing facilities "within the commercially reasonable time of 30 days."

We would like to schedule an implementation meeting or call for these new interconnections as soon as possible. Our intended interconnection activation date is within 30 calendar days of such meeting, but in no event later than May 5, 2008.

Thank you for your anticipated cooperation in these matters.

Very truly yours,



Bret Mingo
President

Copy: Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Certified Mail

Verizon (f/k/a Bell Atlantic Wholesale Markets)
Director - Interconnection Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036

March 5, 2008

Re: New Interconnections in LATAs 226, 228, 230, 232 & 234

To Whom It May Concern:

In accordance with section 14.1 of the current interconnection agreement ("ICA") between Core Communications, Inc. ("Core") and Verizon Pennsylvania Inc. ("Verizon"), Core hereby requests direct physical interconnection with Verizon pursuant to section 251(c)(2) of the 1996 Telecommunications Act and the applicable interconnection terms of the ICA at the following locations:

- LATA 226: Harrisburg, Pennsylvania. Core's existing switch is CLLI HRBGPACTDS1. The parties will replace existing MF trunk groups associated with this CLLI and replace them with equivalent quantity and type of SS7 trunk groups.
- LATA 228: Philadelphia, Pennsylvania. Core's new switch is CLLI PHLAPAFGGT8. Verizon will deliver its outbound traffic from each of its tandems in LATA 228 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 228.
- LATA 230: Altoona, Pennsylvania. Core's new switch is CLLI ALNAPANSGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 230 to Core at this CLLI. Core will purchase

entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 230.

- LATA 232: Wilkes-Barre, Pennsylvania. Core's new switch is CLLI WLBRPA04GT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 232 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 232.
- LATA 234: Pittsburgh, Pennsylvania. Core's new switch is CLLI PITBPAKBGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 234 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 234.

For each of these CLLIs, Core's switch is SS7-enabled, STPs are live, and point codes are established. For each of these interconnections, Core has arranged with Verisign to establish SS7 connectivity between Core and Verizon.

Notably, Verizon and Core have previously interconnected using Verizon outside plant (i.e., "loop") or dedicated (i.e., "IOF") facilities at each of the CLLI site locations listed above. Those facilities remain in place with ample spare capacity to enable new interconnections. As a general matter, Verizon should plan to establish outbound local trunks to Core at each CLLI from each Verizon tandem in the same LATA. Core intends to purchase outbound local and exchange access trunks from each CLLI to each Verizon tandem in the same LATA at the cost-based rates set forth in the ICA and as required by section 251(c)(2) of the 1996 Act.

To clarify, Core is not requesting that the existing interconnection trunk groups (which utilize MF signaling) between Core and Verizon at these CLLIs be turned down at this time. Currently Verizon delivers a substantial amount of traffic to Core (and Core delivers a very small amount of traffic to Verizon) over these existing trunk groups. It is Core's position that Verizon has systematically refused to offer section 251(c)(2) interconnection with respect to these existing trunk groups because (1) Verizon has refused to provide trunks for Core's outbound traffic at the cost based interconnection rates set forth in the ICA; (2) Verizon has refused to deliver ANI to Core over the existing Verizon outbound trunks; and (3) Verizon has refused to accept ANI from Core over the existing Core outbound trunks. Verizon's actions with respect to the existing trunks groups have caused great harm to Core. It is Core's hope that the parties can use

the new interconnections as a means to foster a better working relationship and avoid issues that have arisen in the past.

Finally, I want to highlight the fact that Core has existing and potential customers that anxiously await the establishment of the new interconnections requested in this letter. While the existing interconnection trunk groups do handle a large volume of traffic, Verizon's refusal to transmit ANI to Core or accept ANI from Core over these existing MF trunk groups has severely limited Core's ability to deploy services, in particular outbound services. Based in large part on Verizon's insistence that it will not deliver or accept ANI or CPN over MF trunks, Core has invested substantial resources to create an SS7 network for interconnection with Verizon. The sooner we can establish the new interconnections using SS7, the sooner Core can in fact offer expanded services to its customers. I would note the Proposed Order of Hearing Examiner dated February 24, 2006, in Maryland Public Service Commission Case No. 9013 (page 48), found that Verizon should be able to provide interconnection trunks using existing facilities "within the commercially reasonable time of 30 days."

We would like to schedule an implementation meeting or call for these new interconnections as soon as possible. Our intended interconnection activation date is within 30 calendar days of such meeting, but in no event later than May 5, 2008.

Thank you for your anticipated cooperation in these matters.

Very truly yours,


Bret Mirgo
President

Copy: Verizon (f/k/a Bell Atlantic Network Services, Inc.) (by Certified Mail)
Attention: Jack H. White, Jr.
Associate General Counsel
1320 North Courthouse Road, 8th Floor
Arlington, VA 22201

Verizon Pennsylvania Inc. (by Certified Mail)
Attn: General Counsel
37th Floor
1717 Arch Street
Philadelphia, PA 19103

Verizon Partner Solutions (by U.S. Mail)
Marketing & Sales
600 Hidden Ridge
HQEWMNOTICES
P.O. Box 152092
Irving, TX 75038

CORETEL NEW YORK, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Certified Mail

Verizon (f/k/a Bell Atlantic Wholesale Markets)
Director - Interconnection Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036

March 5, 2008

Re: New Interconnection in LATA 132

To Whom It May Concern:

In accordance with section 29.10 of the current interconnection agreement (ICA) between CoreTel New York, Inc. ("Core") and Verizon New York Inc. ("Verizon"), Core hereby requests direct physical interconnection with Verizon pursuant to section 251(c)(2) of the 1996 Telecommunications Act and the applicable interconnection terms of the ICA at the following locations:

- LATA 132: New York, New York. Core's new switch is CLLI NYCMNYPZGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 132 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 132.

For this CLLI, Core's switch is SS7-enabled, STPs are live, and point codes are established. For each of these interconnections, Core has arranged with Verisign to establish SS7 connectivity between Core and Verizon.

Notably, Verizon and Core have previously interconnected using Verizon outside plant (i.e., "loop") or dedicated (i.e., "IOF") facilities at each of the CLLI site locations listed above. Those facilities remain in place with ample spare capacity to enable new interconnections. As a general matter, Verizon should plan to establish outbound local trunks to Core at each CLLI from each Verizon tandem in the same LATA. Core intends

to purchase outbound local and exchange access trunks from each CLLI to each Verizon tandem in the same LATA at the cost-based rates set forth in the ICA and as required by section 251(c)(2) of the 1996 Act.


To clarify, Core is not requesting that the existing interconnection trunk groups (which utilize MF signaling) between Core and Verizon at these CLLIs be turned down at this time. Currently Verizon delivers a substantial amount of traffic to Core (and Core delivers a very small amount of traffic to Verizon) over these existing trunk groups. It is Core's position that Verizon has systematically refused to offer section 251(c)(2) interconnection with respect to these existing trunk groups because (1) Verizon has refused to provide trunks for Core's outbound traffic at the cost based interconnection rates set forth in the ICA; (2) Verizon has refused to deliver ANI to Core over the existing Verizon outbound trunks; and (3) Verizon has refused to accept ANI from Core over the existing Core outbound trunks. Verizon's actions with respect to the existing trunk groups have caused great harm to Core. It is Core's hope that the parties can use the new interconnections as a means to foster a better working relationship and avoid issues that have arisen in the past.

Finally, I want to highlight the fact that Core has existing and potential customers that anxiously await the establishment of the new interconnections requested in this letter. While the existing interconnection trunk groups do handle a large volume of traffic, Verizon's refusal to transmit ANI to Core or accept ANI from Core over these existing MF trunk groups has severely limited Core's ability to deploy services, in particular outbound services. Based in large part on Verizon's insistence that it will not deliver or accept ANI or CPN over MF trunks, Core has invested substantial resources to create an SS7 network for interconnection with Verizon. The sooner we can establish the new interconnections using SS7, the sooner Core can in fact offer expanded services to its customers. I would note the Proposed Order of Hearing Examiner dated February 24, 2006, in Maryland Public Service Commission Case No. 9013 (page 48), found that Verizon should be able to provide interconnection trunks using existing facilities "within the commercially reasonable time of 30 days."

We would like to schedule an implementation meeting or call for these new interconnections as soon as possible. Our intended interconnection activation date is within 30 calendar days of such meeting, but in no event later than May 5, 2008.

Thank you for your anticipated cooperation in these matters.

Very truly yours,


Bret Mango
President

Copy: Verizon (f/k/a Bell Atlantic Network Services, Inc.)(by Federal Express)
Attention: Jack H. White, Jr.
Associate General Counsel
1320 North Courthouse Road, 8th Floor
Arlington, VA 22201

Verizon (f/k/a Bell Atlantic – New York)
Attn: General Counsel
1095 Avenue of the Americas
37th Floor
New York, NY 10036

CORE COMMUNICATIONS, INC.

**209 West Street
Suite 302
Annapolis, Maryland 21401**

**Tel. 410 218 9865
Fax 410 218 9867**

By Certified Mail

**Verizon (f/k/a Bell Atlantic Network Services, Inc.)
Attention: Director, Interconnection Initiatives
1320 North Courthouse Road, 9th Floor
Arlington, VA 22201**

March 5, 2008

Re: New Interconnections in LATAs 236, 238, 240 & 242

To Whom It May Concern:

In accordance with section 14.1 of the current interconnection agreement (ICA) between Core Communications, Inc. ("Core") and Verizon Maryland Inc. ("Verizon"), Core hereby requests direct physical interconnection with Verizon pursuant to section 251(c)(2) of the 1996 Telecommunications Act and the applicable interconnection terms of the ICA at the following locations:

- **LATA 236: Damascus, Maryland. Core's new switch is CLLI DMSCMDAGGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 236 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 236.**
- **LATA 238: Baltimore, Maryland. Core's new switch is CLLI BLTMMD91GT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 238 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 238.**
- **LATA 240: Mount Airy, Maryland. Core's new switch is CLLI MTARMDSDGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 240 to Core at this CLLI. Core will purchase**

entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 240.

- LATA 242: Easton, Maryland. Core's new switch is CLLI ESTNMDBNGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 242 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 242.

For each of these CLLIs, Core's switch is SS7-enabled, STPs are live, and point codes are established. For each of these interconnections, Core has arranged with Verizon to establish SS7 connectivity between Core and Verizon.

Notably, Verizon and Core have previously interconnected using Verizon outside plant (i.e., "loop") or dedicated (i.e., "IOF") facilities at each of the CLLI site locations listed above. Those facilities remain in place with ample spare capacity to enable new interconnections. As a general matter, Verizon should plan to establish outbound local trunks to Core at each CLLI from each Verizon tandem in the same LATA. Core intends to purchase outbound local and exchange access trunks from each CLLI to each Verizon tandem in the same LATA at the cost-based rates set forth in the ICA and as required by section 251(c)(2) of the 1996 Act.

To clarify, Core is not requesting that the existing interconnection trunk groups (which utilize MF signaling) between Core and Verizon at these CLLIs be turned down at this time. Currently Verizon delivers a substantial amount of traffic to Core (and Core delivers a very small amount of traffic to Verizon) over these existing trunk groups. It is Core's position that Verizon has systematically refused to offer section 251(c)(2) interconnection with respect to these existing trunk groups because (1) Verizon has refused to provide trunks for Core's outbound traffic at the cost based interconnection rates set forth in the ICA; (2) Verizon has refused to deliver ANI to Core over the existing Verizon outbound trunks; and (3) Verizon has refused to accept ANI from Core over the existing Core outbound trunks. Verizon's actions with respect to the existing trunk groups have caused great harm to Core. It is Core's hope that the parties can use the new interconnections as a means to foster a better working relationship and avoid issues that have arisen in the past.

Finally, I want to highlight the fact that Core has existing and potential customers that anxiously await the establishment of the new interconnections requested in this letter. While the existing interconnection trunk groups do handle a large volume of traffic, Verizon's refusal to transmit ANI to Core or accept ANI from Core over these existing MF trunk groups has severely limited Core's ability to deploy services, in particular outbound services. Based in large part on Verizon's insistence that it will not deliver or accept ANI or CPN over MF trunks, Core has invested substantial resources to create an SS7 network for interconnection with Verizon. The sooner we can establish the new

interconnections using SS7, the sooner Core can in fact offer expanded services to its customers. I would note the Proposed Order of Hearing Examiner dated February 24, 2006, in Maryland Public Service Commission Case No. 9013 (page 48), found that Verizon should be able to provide interconnection trunks using existing facilities "within the commercially reasonable time of 30 days."

We would like to schedule an implementation meeting or call for these new interconnections as soon as possible. Our intended interconnection activation date is within 30 calendar days of such meeting, but in no event later than May 5, 2008.

Thank you for your anticipated cooperation in these matters.

Very truly yours,


Bret Mingo
President

Copy: Legal Department (by Certified Mail)
Verizon (f/k/a Bell Atlantic Network Services, Inc.)
Attention: Counsel, Carrier Services
1320 North Courthouse Road, 8th Floor
Arlington, VA 22201

Verizon Maryland Inc. (by Certified Mail)
Vice President & General Counsel
1 East Pratt Street, 8th Floor
Baltimore, MD 21202

Verizon Partner Solutions (by U.S. Mail)
Marketing & Sales
600 Hidden Ridge
HQEWMNOTICES
P.O. Box 152092
Irving, TX 75038

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Federal Express

Verizon
Director-Contracts Performance & Administration
600 Hidden Ridge
HQEWMNOTICES
P.O. Box 152092
Irving, TX 75038

March 5, 2008

Re: New Interconnection in LATA 924

To Whom It May Concern:

In accordance with Part V of the current interconnection agreement ("ICA") between Core Communications, Inc. ("Core") and Verizon North Inc. ("Verizon"), Core hereby requests direct physical interconnection with Verizon pursuant to section 251(c)(2) of the 1996 Telecommunications Act and the applicable interconnection terms of the ICA at the following locations:

- LATA 924: Erie, Pennsylvania. Core's new switch is CLLI ERIEPAMFGT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 924 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 924.
- LATA 230: Altoona, Pennsylvania. Core's new switch is CLLI ALNAPANSQT0. Verizon will deliver its outbound traffic from each of its tandems in LATA 230 to Core at this CLLI. Core will purchase entrance facilities and dedicated transport (where the latter is necessary) at the cost-based interconnection rates set forth in the ICA to deliver its outbound traffic from this CLLI to Verizon at each of Verizon's tandems in LATA 230.

For this CLLI, Core's switch is SS7-enabled, STPs are live, and point codes are established. For each of these interconnections, Core has arranged with Verisign to establish SS7 connectivity between Core and Verizon.

Notably, Verizon and Core have previously interconnected using Verizon outside plant (i.e., "loop") or dedicated (i.e., "IOF") facilities at the CLLI site location listed above. Those facilities remain in place with ample spare capacity to enable new interconnections. As a general matter, Verizon should plan to establish outbound local trunks to Core at each CLLI from each Verizon tandem in the same LATA. Core intends to purchase outbound local and exchange access trunks from each CLLI to each Verizon tandem in the same LATA at the cost-based rates set forth in the ICA and as required by section 251(c)(2) of the 1996 Act.

To clarify, Core is not requesting that the existing interconnection trunk groups (which utilize MF signaling) between Core and Verizon at these CLLIs be turned down at this time. Currently Verizon delivers a substantial amount of traffic to Core (and Core delivers a very small amount of traffic to Verizon) over these existing trunk groups. It is Core's position that Verizon has systematically refused to offer section 251(c)(2) interconnection with respect to these existing trunk groups because (1) Verizon has refused to provide trunks for Core's outbound traffic at the cost based interconnection rates set forth in the ICA; (2) Verizon has refused to deliver ANI to Core over the existing Verizon outbound trunks; and (3) Verizon has refused to accept ANI from Core over the existing Core outbound trunks. Verizon's actions with respect to the existing trunk groups have caused great harm to Core. It is Core's hope that the parties can use the new interconnections as a means to foster a better working relationship and avoid issues that have arisen in the past.

Finally, I want to highlight the fact that Core has existing and potential customers that anxiously await the establishment of the new interconnections requested in this letter. While the existing interconnection trunk groups do handle a large volume of traffic, Verizon's refusal to transmit ANI to Core or accept ANI from Core over these existing MF trunk groups has severely limited Core's ability to deploy services, in particular outbound services. Based in large part on Verizon's insistence that it will not deliver or accept ANI or CPN over MF trunks, Core has invested substantial resources to create an SS7 network for interconnection with Verizon. The sooner we can establish the new interconnections using SS7, the sooner Core can in fact offer expanded services to its customers. I would note the Proposed Order of Hearing Examiner dated February 24, 2006, in Maryland Public Service Commission Case No. 9013 (page 48), found that Verizon should be able to provide interconnection trunks using existing facilities "within the commercially reasonable time of 30 days."

We would like to schedule an implementation meeting or call for these new interconnections as soon as possible. We are awaiting establishment of the initial NPA-NXX and LRN for this CLLI, which should be available within 70 calendar days. Our intended interconnection activation date is to coincide with the availability of the NPA-NXX and LRN.

Thank you for your anticipated cooperation in these matters.

Very truly yours,


Bret Mingo
President

Copy: Vice President & Associate General Counsel (by Federal Express)
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Timothy Kineen
Manager -- Wholesale Claims
185 Franklin Street
Room 900
Boston, MA 02110
(617) 743-6915

June 18, 2007

Timothy:

As you are fully aware, Core has consistently sought resolution on pricing of Verizon's interconnection transport service offerings (in each state, for each circuit) over the past five years. Your department is only one of many points of contact we have made with Verizon in order to resolve the issue pursuant to the 1996 Act, state and federal implementing rules, and our ICAs with Verizon. For whatever reason, Verizon has been unable or unwilling to issue Core invoices based on TELRIC pricing, to which Core is entitled. Based on the sheer magnitude and extent of the current billing problems, we believe the parties should move in an entirely new direction.

Pursuant to its ICAs with Verizon affiliates in Maryland, New York, Pennsylvania, and Virginia, Core Communications, Inc., CoreTel New York, Inc. and CoreTel Virginia, LLC hereby request that the Parties establish new interconnection trunk groups (for all traffic, inbound and outbound) utilizing SS7 signaling. The project will require close coordination, but should in no event take longer than thirty (30) days.

We believe that a move to new trunk groups, based on a new signaling format, presents the parties with an opportunity to move past their historical disputes and establish a workable model for the years ahead. We propose quite simply that Core will order, and Verizon will provide, the new trunk groups using the TELRIC interconnection pricing set forth in the ICAs. In order to facilitate mutual commitment to this pricing structure prior to trunk replacement, the following is necessary:

- Verizon will designate a specific contact or contacts to facilitate Core's ordering of the new trunk groups.

- Verizon will provide Core with specific instructions on how to order interconnection transport at the TELRIC pricing set forth in the ICAs.
- Verizon will provide Core with sample invoices and be prepared to discuss all charges ahead of time.

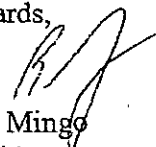
To be clear, we are requesting that all of the activities necessary to establish the new trunk groups and tear down the existing trunk groups can and should be completed within thirty (30) days from the date of this letter.

We are at a crossroads with respect to our historical billing issues with Verizon. We require trunks that work properly, that are billed properly, and that are delivered in a timely fashion. Our business depends on precisely that. If Verizon can not or will not provide these items, Core will seek appropriate pursue legal action before the appropriate forum(s).

In the hopes of fostering a climate for progress in these issues, I will reserve my response to most of the various specific items set forth in your most recent letter. To the extent your comments are even germane to the issues at hand, they have thoroughly addressed in my previous correspondence.

However, in view of your threat to discontinue services in Washington, D.C., New York, and Virginia, we are compelled to provide an immediate answer. First, we have never ordered interconnection trunks from any Verizon affiliate from the FCC No. 1 tariff, which covers interstate access services. As you know, Core has only ever ordered local interconnection trunks from Verizon, throughout our footprint and including all states in which we interconnect with Verizon. This fact is well documented in the many emails and letters we discussed (and left with your office) at the February 2 meeting. Not only did we order the trunks out of our ICAs in each state, we have consistently disputed Verizon's attempts to bill special access rates in each state. These disputes are spelled out in numerous emails and letters from Core to Verizon, including (at a minimum) letters dated July 28, 2003, December 9, 2003, October 12, 2005, December 6, 2005, and January 12, 2007 (all of which letters we provided to your office). Accordingly, billing for the trunks you refer to is very much in dispute, and Core will take legal action to prevent their premature discontinuance.

Regards,


Bret Mingo
President

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Jeannette Nolan
Verizon Partner Solutions
Receivables Management
185 Franklin Street
Room 900
Boston, MA 02110
(617) 743-2520

March 21, 2007

Ms. Nolan:


We are in receipt of your demand letter dated March 13, 2007. We adamantly dispute the total amount demanded, the characterization that any amount is past due, and Verizon's threat of terminating or suspending services.

We have communicated our disputes in writing and in numerous conference calls with Verizon. We also traveled to Boston on February 2, 2007 in order to meet with personnel in your office face to face, including primarily Nancy Floyd. Despite meeting with your folks for approximately eight hours, we left Boston with several outstanding questions that Verizon was unable to answer. Foremost, we asked for the references to the tariffs which Verizon alleges control the applicable rates for interconnection services Core has attempted to order. Our position is and always has been that our ICA, and not your tariffs, control the rates. We need to understand the basis you are asserting for the rates you are charging us; otherwise we will never be able to clear up the billing issues between us. Despite the Boston meeting, and numerous subsequent communications, we have never received Verizon's tariff references. We can not properly describe our billing disputes or fill out the forms Nancy provided for that purpose unless and until we have some idea of what Verizon's position is. Given Verizon's inability or unwillingness to articulate its position, we seriously question whether Verizon has any good faith intent in resolving its admitted, pervasive, longstanding billing problems.

As we continue in our attempts to resolve Verizon's billing issues, Core fully expects Verizon to abide by its obligations pursuant to interconnection agreements and applicable law to provide wholesale services to Core. To the extent the demand letter reflects amounts for which we have actually received any invoice, we have forthrightly

disputed all such amounts. Without a valid resolution of these disputes, Verizon simply has no lawful basis to terminate or suspend services to Core.

Regards,



Bret Mingo
President

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Lynn Wightman
Verizon
Supervisor – Wholesale Collections
125 High Street
Room 465
Boston, MA 02110
(617) 743-3755

January 24, 2007

Ms. Wightman:


We are in receipt of your demand letter of last week. We adamantly dispute the total amount demanded, the characterization that any amount is past due, and Verizon's threat of terminating or suspending services.

That said, I spoke today with Nancy Floyd with your office. Nancy and I have been working for approximately one year to correct Verizon's wholesale billings to Core and to get Verizon paid whatever amounts it may legitimately be due. Nancy and I have made substantial progress, but we still have many problems with Verizon's billings. To further this dialog and process, Nancy suggested and I agreed that Core and Verizon representatives should meet face-to-face at your office in Boston next Friday, February 2. I understand that Nancy is preparing an agenda of items to be discussed.

As we move forward with our discussions, Core fully expects Verizon to abide by its obligations pursuant to interconnection agreements and applicable law to provide wholesale services to Core. To the extent the demand letter reflects amounts for which we have actually received any invoice, we have forthrightly disputed all such amounts. Without a valid resolution of these disputes, Verizon simply has no lawful basis to terminate or suspend services to Core.

We look forward to meeting with your office next Friday and hopefully arriving at a mutually amicable resolution of outstanding issues.

Regards,


Bret Mingo
President

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Ellen Horgan
Manager – Wholesale Collections
125 High Street
Room 465
Boston, MA 02110

October 12, 2005

Re: Verizon's Letter Dated October 10, 2005

Ellen:

I received yesterday your letter dated October 10, 2005, addressed to Chris Van de Verg, our General Counsel. As you may know, Mr. Van de Verg can not respond to you directly because he is an attorney and you are not (to our knowledge). He is available to speak with a Verizon attorney, if you care to designate one. In any event, I will now respond to your letter.

First, contrary to your letter, **Core has consistently disputed Verizon's illegal practice of charging interstate access rates for local interconnection trunks.¹ Please be advised that Core will take immediate legal action to prevent Verizon from terminating any services it currently provides Core pursuant to the interconnection agreements between Verizon and Core, should Verizon attempt to do so.** The interconnection agreements between Core and Verizon prevent Verizon from terminating services during the pendency of a billing dispute. Further, services currently provided by Verizon to Core are critical to Core's ongoing operations. Unilateral termination of services by Verizon will expose Verizon to liability for damages resulting from interruption of Core's services to its customers, as well as punitive damages and civil penalties. Such termination would also create trunk blocking on Verizon's network, as various third party carrier traffic would be unable to reach destinations on Core's network.

As you may be aware, we have repeatedly communicated with Verizon regarding the proper billing of interconnection trunks Core uses to deliver its local outbound traffic to Verizon.² Core ordered local interconnection trunks out of its ICA with Verizon in

¹ We can only presume that your letters refers to charges for trunks as opposed to MOUs or some other type of service. The BANs you reference do not appear in any of our records of invoices we have ever received from Verizon.

² See the attached letters from Core to Verizon, to which Verizon has never responded.


Pennsylvania: not out of Verizon's interstate access tariffs as referenced in your letter. Nevertheless, Verizon has obstinately refused to invoice Core correctly. As a result:

- Verizon's interconnection trunks bills to Core have been both monumentally confusing, and also way too high, by orders of magnitude.
- Verizon has decided to treat all of the MOUs Core has originated over the interconnection trunks as access, rather than local, further inflating Verizon's charges to Core.
- Verizon's billing mishaps have prevented Core from billing Verizon amounts due for termination of local traffic from Verizon to Core. This is because the rates Core bills Verizon for termination of local traffic historically depended in part upon the volume of local traffic Core sends Verizon, pursuant to the FCC's Order on Remand on Intercarrier Compensation.

Verizon's billing practices have damaged and continue to damage Core. Verizon's failure to implement the Order on Remand's billing ratio, for example, has crippled Core's ability to offer local outbound service to its customers.

I would encourage you to contact me directly on my cell phone: (202) 437-5219. Or you may have your attorney contact Chris on (443) 794-4943. We do need to know your immediate intentions so that we may act to preserve our company's business and mitigate any damages Verizon may cause.

Regards,


Bret Mingo
President

Encl.: Letters

Copy: James J. McNulty,
Pennsylvania Public Utility Commission

Bureau of Consumer Services
Pennsylvania Public Utility Commission

Law Bureau
Pennsylvania Public Utility Commission

Tab A

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Delivery
Christine Arruda
WBCC Claims Specialist
125 High St
Floor 5
Boston, Ma 02110
Tel. (617) 743 7678

December 9, 2003

Re: PLU for Core Originated Traffic to Verizon

Ms. Arruda:

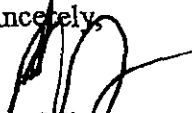
In your letter of November 24, 2003, you request that Core Communications, Inc. ("Core") "verify the PLU factors which Core Communications previously submitted to Verizon and which currently reside in Verizon's billing system." As you are aware from our telephone call, your inquiry goes straight to the crux of an ongoing billing dispute that Verizon created and has attempted to perpetrate upon Core for more than a year now. We demand your immediate assistance to rectify the situation.

In June of 2002, Core ordered entrance facilities out of its interconnection agreements so that Core could send local interconnection traffic originating on its network to Verizon. In ordering this local interconnection product, Core followed Verizon's instructions, as set forth by Verizon account manager Howard Levine, to the letter. Nonetheless, Verizon has consistently billed Core at what appear to be interstate special access rates for these circuits. In any case, Verizon has billed far in excess of the entrance facility rates set forth in Core's interconnection agreements with Verizon. Core has disputed these charges, but Verizon has consistently failed to provide appropriate resolution. Maryann Antinarella of Verizon RC/Billing has advised us that this miscategorization of Core's entrance facilities may have caused Core's originating traffic to be miscategorized as interstate traffic.

Please be advised that all of Core's originating interconnection traffic delivered to Verizon is 100% local traffic, in each and every LATA in which Core and Verizon are interconnected. I expect you to immediately update your databases and adjust previously billed amounts accordingly. This has always been the case; and Core has never indicated otherwise. If Verizon is not able to provide appropriate resolution of this issue soon, Core will have no alternative but to seek legal redress.

Finally, you reference certain usage studies Verizon has conducted in connection with Core's originating traffic. Please have those studies forwarded to me at bret@coretel.net or the address listed above.

Sincerely,



Bret Mingo
President

Tab B

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

July 28, 2003

By Fax & Overnight Mail

Sandra Cook
Supervisor
Verizon Wholesale Collections
201 Stanwix Street
Floor 6
Pittsburgh, PA 15222
(412) 633 5059

Re: Billing Dispute

Ms. Cook:

In response to your letter of July 21, 2003 to Core, please be advised that Core will take immediate legal action to prevent Verizon from terminating any services it currently provides Core pursuant to the interconnection agreements between Verizon and Core, should Verizon attempt to do so.

Contrary to your letter, the charges you reference have been disputed in their entirety. Indeed, they have been disputed for approximately nine months. The interconnection agreements between Core and Verizon prevent Verizon from terminating services during the pendency of a billing dispute. Further, services currently provided by Verizon to Core are critical to Core's ongoing operations. Unilateral termination of services by Verizon will expose Verizon to liability for damages resulting from interruption of Core's services to its customers, as well as punitive damages and civil penalties.

Core has consistently attempted to resolve its billing dispute with Verizon since November, 2002. During this period, we have communicated for the most part with our Verizon Customer Service Representative, David Dix. Working with Mr. Dix, Core was able to reach a tentative conclusion with respect to the dispute; however, Mr. Dix abruptly informed Core in early July (via a message he left on his office answering service) that he would be taking an extended vacation. Inexplicably, Mr. Dix's departure was followed by a confusing series of communications from several different Verizon personnel, including your letter. Obviously, Verizon's decision to change personnel in the middle of dispute resolution process is both extremely inefficient, and a breach of interconnection agreements.

Please also be advised that Verizon's continuing insistence on billing local interconnection trunks from Core to Verizon at interstate special access rates is not only

contrary to the interconnection agreements, and state and federal law, but it also has the effect of preventing Core from billing Verizon amounts due for termination of local traffic from Verizon to Core. This is because the rates Core bills Verizon for termination of local traffic depends in part upon the volume of local traffic Core sends Verizon, pursuant to the FCC's Order on Remand on Intercarrier Compensation. However, Verizon's improper designation of Core's local interconnection trunks as interstate special access trunks prevents Verizon from calculating the amount of local traffic Core sends Verizon, according to our Verizon Bill Specialist, Maryann Antinarella. For your information, Ms. Antinarella is available on (617) 743 6167.

I respectfully suggest that Verizon and Core agree to put their billing disputes on hold until Mr. Dix is able to resume working with Core. I believe that is the simplest and most efficient way to resolve the dispute. However, please advise me immediately if Verizon intends instead to terminate any services provided to Core. If that is the case, Core will take immediate legal action to prevent termination.

Sincerely,


Bret Mingo
President

Copy: Chris Van de Verg, General Counsel
Michael Hazzard, Esq., Kelley, Drye & Warren, LLP
Donald Laub, Telecommunications Staff Director, Maryland P.S.C.
Maryann Antinarella, Verizon RC/LIB

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Ellen Horgan
Verizon
Manager – Wholesale Collections
125 High Street
Room 465
Boston, MA 02110

December 6, 2005

Ellen:

I write in response to your letter dated November 22, 2005. First, I do appreciate your acknowledgment that the interconnection trunks Core ordered from Verizon are covered by the parties' ICA, rather than Verizon's interstate access tariffs. We have been seeking resolution of this issue literally for years (since 2002), and it is encouraging that Verizon has finally done so, at least in principal.

That said, important questions remain with respect to the billing of interconnection trunks and the resolution you propose. As one example, you state that "Core was incorrectly invoiced for *some* of Core's DS1 local interconnection trunks..." But your letter and the accompanying documentation do not clarify how many trunks were adjusted, how many were not, and what justification Verizon may have for the trunks that were not adjusted. More generally, the summary documentation you provide does not match up well at all with the invoices we have received from Verizon. To compound the confusion, Verizon invoices are voluminous and hardly comprehensible in their own right. Although we understand in principle that interconnection trunks should (as you say) be billed from our ICAs, we do not see how that concept was applied to arrive at your figure for the proposed billing credit. We would appreciate the opportunity to walk through your calculations with you, as well as go over the invoices we have received from Verizon.

In addition to billing issues, we also have a couple of technical issues with the trunks for which we have consistently sought resolution over the past three years. First, as you acknowledge in your letter, Verizon has consistently treated Core's originating interconnection traffic as interstate access traffic rather than local interconnection traffic. Although the difference in rates may be minimal or even favor Core, as you assert, Verizon's treatment of Core's traffic has stymied Core's attempts to introduce new services with outbound capability on its network. Verizon's treatment of Core's traffic as access instead of local prevented the parties from implementing the *ISP Remand Order's* so-called "3 to 1 Ratio" to distinguish ISP-bound and voice traffic. Second, Verizon has consistently refused to enable automatic number identification (ANI) over the trunks,

which has prevented Core's attempts to deliver outbound ANI to Verizon. If we are to reach a negotiated resolution, we feel it is important, for both parties, that we resolve these technical issues in addition to the billing issues.

In closing, I want to stress that Core has an interest in the fair resolution of all these issues, which have remained open for the past three years despite our consistent attempts at resolution. The end result of all of these issues—billing and technical—has been to prevent Core from rolling out services that rely on our trunks to Verizon and Verizon's treatment of terminating minutes. In light of the billing and technical issues associated with the trunks and usage, we have found it to be impossible to create a reliable financial model to plan and finance new services that rely on the trunks. Our only option (if you can call it that) has been to choke back on the rollout of new services. Indeed, this is the reason why the usage on the trunks has been minimal, as you note in your letter. We very much would like to work with Verizon to resolve these issues going forward, so long as Verizon is willing to do so.

Please let me know your availability for a conference call so that we can begin to address these issues in earnest. You can reach me by email at bret@coretel.net or by phone on (202) 437-5219.

Regards,



Bret Mingo
President

Copy: James J. McNulty
Pennsylvania Public Utility Commission

Bureau of Consumer Services
Pennsylvania Public Utility Commission

Law Bureau
Pennsylvania Public Utility Commission

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

July 28, 2003

By Fax & Overnight Mail

Sandra Cook
Supervisor
Verizon Wholesale Collections
201 Stanwix Street
Floor 6
Pittsburgh, PA 15222
(412) 633 5059

Re: Billing Dispute

Ms. Cook:

In response to your letter of July 21, 2003 to Core, please be advised that Core will take immediate legal action to prevent Verizon from terminating any services it currently provides Core pursuant to the interconnection agreements between Verizon and Core, should Verizon attempt to do so.

Contrary to your letter, the charges you reference have been disputed in their entirety. Indeed, they have been disputed for approximately nine months. The interconnection agreements between Core and Verizon prevent Verizon from terminating services during the pendency of a billing dispute. Further, services currently provided by Verizon to Core are critical to Core's ongoing operations. Unilateral termination of services by Verizon will expose Verizon to liability for damages resulting from interruption of Core's services to its customers, as well as punitive damages and civil penalties.

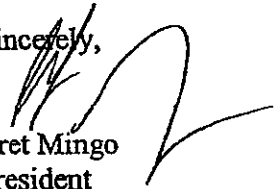
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Sincerely,


Bret Mingo
President

Copy: Chris Van de Verg, General Counsel
Michael Hazzard, Esq., Kelley, Drye & Warren, LLP
Donald Laub, Telecommunications Staff Director, Maryland P.S.C.
Maryann Antinarella, Verizon RC/LIB

Subj: Dispute - Core Communications, Inc. ACNA:ORE
Date: 4/7/2003 4:36:56 PM Eastern Standard Time
From: Efficientbiz
To: wbcc.pgh.disputes@verizon.com
Cc: janeen.n.rudolph@verizon.com, Efficientbiz, bret@coretel.net
File: Core_VerizonDisputes.xls, Verizon_VerizonDisputes.xls

Verizon Disputes,

Core formally disputes all bills listed on the attached spreadsheets. The "Core_VerizonDisputes" spreadsheet is Core's list of Verizon bills received/disputed. And the "Verizon_VerizonDisputes" is Verizon's version. The Core version includes two bans not listed on Verizon's spreadsheet. These are 215-N52-0019 019 & 301-P40-5120 240. Core includes both of these bans in its dispute. Verizon's spreadsheet includes two bans with zero balances - we obviously are not disputing these.

Core's dispute for each of these bill sets is explained on Core's spreadsheet. The basis is that Verizon is billing all circuits as PIU100, special access/interstate. These are intrastate circuits and should be billed as PLU100 per the interconnection agreement.

Core has had prior discussions with Maureen Hoya in Verizon CABS, (617)643-3490, and made her aware of these incorrect billings and Core's dispute. Therefore, Core is yet again requesting that these bills be corrected and re-billed according to the interconnection agreement.

Please contact Shannon Hall at 703-477-3310 or efficientbiz@aol.com to discuss.

Thank you.

Shannon Hall

From: (717) 255-7374
Karen Duncan
STEVENS AND LEE
17 North 2nd Street
16th Floor
Harrisburg, PA 17101

Origin ID: MDTA



J12101112190225

SHIP TO: (000) 000-0000
Sec. Rosemary Chiavetta
PA Public Utility Commission
400 North Street
2nd Fl
Harrisburg, PA 17120

BILL SENDER

Ship Date: 30APR12
ActWgt: 1.0 LB
CAD: 100081648/NET3250

Delivery Address Bar Code



Ref # 100826-00009
Invoice #
PO #
Dept #

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APR 30 2012

PA PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU 01 MAY A1

PRIORITY OVERNIGHT

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DSR

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PA-US

MDT

16 MDTA

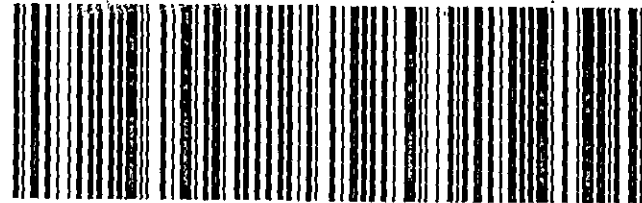


TO: CHIAVETTA, R. PUC (CHIAVET
Agency: PUC
Floor:
External Carrier: FedEx Express

5/1/2012 11:00:43 AM



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