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December 1, 2015

VIA ELECTRONIC FILING

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

Re: Petition of Communications Workers of America for a Public,
On-the-Record Commission Investigation of the Safety, Adequacy, and
Reasonableness of Service Provided by Verizon Pennsylvania LLC
Docket No. P-2015-2509336

Dear Secretary Chiavetta:

Enclosed please find the Reply of Verizon Pennsylvania LLC ("Verizon") to New Matter of Full Service Network, L.P., in the above referenced matter.

Please do not hesitate to contact me if you have any questions.

Very truly yours,



Suzan D. Paiva

SDP/slb
Enc.

Via E-Mail and First Class Mail
cc: Attached Certificate of Service

CERTIFICATE OF SERVICE

I, Suzan D. Paiva, hereby certify that I have this day served a copy of Verizon's Reply to New Matter of Full Service Network, LP, upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (related to service by a participant) and 1.55 (related to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 1st day of December, 2015.

VIA E-MAIL AND FIRST CLASS U.S. MAIL

Scott J. Rubin, Esquire
Counsel for CWA
333 Oak Lane
Bloomsburg, PA 17815

Darryl Lawrence, Esquire
Lauren Burge, Esquire
Office of Consumer Advocate
555 Walnut Street, 5th Floor
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Office of Small Business Advocate
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PA Public Utility Commission
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Attorney for Full Service Network, LP
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
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Attorney for Verizon Pennsylvania LLC

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Communications Workers of America for a Public, On-the-Record Commission Investigation of the Safety, Adequacy, and Reasonableness of Service Provided by Verizon Pennsylvania LLC : : Docket No. P-2015-2509336

**REPLY OF VERIZON PENNSYLVANIA LLC
TO NEW MATTER OF FULL SERVICE NETWORK, LP**

Pursuant to 52 Pa. Code § 5.63, Verizon Pennsylvania LLC (“Verizon PA”) hereby replies to the new matters contained in the answer of Full Service Network, LP (“FSN”) to the Communications Workers of America (“CWA”) petition.¹ Taking a page from the CWA playbook, FSN’s answer attempts to use its “support” for CWA’s requested unnecessary investigation to put its own regulatory pressure on Verizon PA. The Commission should reject both parties’ attempts to misuse the Commission’s limited resources in this manner.

On November 10, 2015, Verizon PA answered CWA’s petition, explaining that the union’s demand for a wide-ranging investigation was nothing but a bargaining tactic calculated to increase “regulatory pressure” during protracted labor negotiations. Verizon PA rebutted CWA’s anecdotal claims and selective pictures of outdoor facilities. The Commission already has objective evidence in the form of investment reporting, service quality monitoring, and customer complaint tracking, demonstrating that there is no problem with Verizon PA’s services provided over copper facilities. Going forward, these existing Commission programs are more than sufficient to continue to monitor Verizon PA’s service quality and customer satisfaction without the intrusive and unnecessary investigation CWA demands.

¹ See 52 Pa. Code § 5.62(a) and (b) and 5.63 (permitting a reply to answers that allege a “material fact which is not merely a denial of the averments of the preceding pleading” or seek “affirmative relief.”) FSN’s answer appears to have been filed on November 10, 2015, but it was served by email on Verizon PA’s counsel on November 11, 2015 at 3:04 pm. Accordingly, under 52 Pa. Code § 1.56(a)(4), November 11, 2015, was the date of service, making Verizon PA’s answer due December 1, 2015 under 52 Pa. Code § 5.63(a).

FSN now attempts to piggyback on CWA's unnecessary request. But FSN is simply taking advantage of the CWA's filing to try to extract conditions advancing its own narrow interests. FSN alone among the many competitive carriers that operate in Pennsylvania repeatedly intervenes or comments in Verizon proceedings to advance arguments that serve its own business interests.² FSN's claims here are nothing more than another attempt to leverage the regulatory process and bypass good faith negotiation directly with Verizon PA. Just as with CWA's petition, FSN's answer does not support a finding of any comprehensive problem with Verizon PA's network or service.

A. FSN Has Failed First To Engage In Good Faith Negotiation As Required By Its Interconnection Agreement And Other Rules.

FSN is a competitive carrier that leases Verizon PA facilities through a Commission-approved interconnection agreement to serve at least some of its end user customers.³ That interconnection agreement contains mandatory dispute resolution provisions that require FSN to attempt in good faith to resolve its issues directly with Verizon PA before coming to the Commission.⁴ But instead of bringing its current accusations to Verizon PA, FSN instead raises them for the first time in its answer to CWA's petition. FSN has violated the letter and the spirit of the interconnection agreement.

² See, e.g., *Joint Application of Verizon Communications Inc. and MCI, Inc. for Approval of Agreement and Plan of Merger*, Docket No. A-310580F9; *Re: Wholesale Rate for Resale of Telecommunications Services Provided by Verizon Pennsylvania Inc.*, Docket No. R-00038516; *Pennsylvania Public Utility Commission v. Verizon Pennsylvania Inc.*, Docket No. R-2011-2244373 (detariffing case); *Pennsylvania Public Utility Commission v. Verizon North LLC*, Docket No. R-2011-2244375 (detariffing case); *Joint Petition of Verizon Pennsylvania LLC and Verizon North LLC for Competitive Classification of all Retail Services in Certain Geographic Areas, and for a Waiver of Regulations for Competitive Services*, Docket No. P-2014-2446303.

³ In 1998 FSN adopted an interconnection agreement between Verizon PA and another competitive carrier. The adopted agreement was approved by a Commission order entered on April 1, 1999, and has been amended several times.

⁴ See, e.g., ICA Part A, Section 24 (“... the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution.”) (emphasis added); Part A, Section 42.1 (“In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act.”). These provisions are attached hereto as Exhibit A.

Moreover, FSN has other alternatives to resolve its alleged complaints short of demanding a full scale investigation of Verizon PA's entire network. First, if dispute resolution under the interconnection agreement fails, the Commission provides an Alternative Dispute Resolution Process (ADRP) process to obtain expedited dispute resolution of wholesale issues.⁵ But FSN would have to "engage in good faith negotiations" with Verizon PA "with respect to the dispute in question for at least 30 calendar days," before it can enter the ADRP process.⁶ FSN has not yet had those good faith negotiations, and indeed, previously has failed to meet this condition in other contexts.⁷

Second, the Commission monitors Verizon PA's wholesale performance through its monthly carrier-to-carrier and performance assurance plan metrics.⁸ Those reports are reviewed by Commission staff each month. CLEC-specific reports are also available to the individual CLECs. If staff or the individual CLEC is concerned about Verizon PA's performance they have the opportunity to discuss the issue with Verizon PA and to bring the matter to the attention of the Pennsylvania Carrier Working Group for discussion and informal resolution.

But FSN has not availed itself of any of these opportunities to raise its concerns with Verizon PA or to engage in good faith dispute resolution to resolve any alleged problems. Instead it chose to join in the CWA's grandstanding by filing an answer "in support" of the CWA's petition. Since FSN has failed to abide by the requirements that it attempt in good faith

⁵ The Commission's ADRP Guidelines are set forth most recently in its August 31, 2005 Order at Docket M-00021685.

⁶ ADRP Rules 2 and 4.

⁷ *Full Service Computing Corporation t/a Full Service Network v. Verizon Pennsylvania Inc.*, Docket No. P-2010-2214623 (Final Order entered January 24, 2011) (adopting as final an ALJ order dismissing FSN's ADRP petition against Verizon because FSN failed to negotiate in good faith with Verizon before coming to the Commission).

⁸ *Performance Measures Remedies, Final Opinion and Order On Performance Measures and Remedies for Wholesale Performance for Verizon Pennsylvania Inc. (PMO II)*, M-00011468 (Opinion and Order entered December 10, 2002).

to address its issues directly with Verizon PA in the first instance, the Commission should disregard FSN's answer "in support" and direct FSN to comply with its dispute resolution obligations.

B. FSN's Claims Misstate The Facts Or Are Too Vague To Answer

Most of FSN's general anecdotal claims about service issues with its customers are so vague and unsubstantiated that they are impossible to investigate and rebut. But Verizon PA was able to identify the facilities involved in the allegations made in paragraph 11 of FSN's answer claiming that Verizon PA is "destroying good copper lines without any advance notice to FSN" based on an alleged incident at a building at 425 6th Avenue in Pittsburgh. This building, the former Alcoa Building, is being renovated by its owner to serve a mix of residential and commercial tenants with upgraded facilities. As part of the upgrade, the owner asked Verizon PA to bring fiber to the building to make Fios by Verizon available to the tenants. The copper facilities were not removed from the building, and currently Verizon makes services available to the tenants of this building over both fiber and copper facilities. There is no plan to remove any Verizon copper facilities from the building.

The owner also requested as part of the renovations that Verizon PA move the old copper demarcation point originally located on the 12th floor and establish a new copper demarcation point on the second floor to accommodate some of the commercial tenants that were served by CLECs and did not want to convert to fiber facilities. The building owner paid for this rearrangement of Verizon PA's copper facilities, which was completed about two months ago. Verizon tagged and tested all working lines at the new demarcation point; beyond that point, the copper inside the building is the building owner's responsibility. Verizon PA understands that an

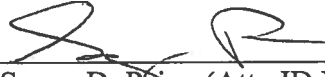
independent vendor was to extend the working lines from the new second floor demarcation to the individual customers within the building.

To the extent FSN complains that Verizon PA's deployment of fiber facilities and offering of Fios services has some sort of competitive impact, that issue was not raised in the CWA petition. The petition alleged issues specifically in locations where fiber facilities are *not* available; FSN's attempt to raise other issues is thus not properly raised as an answer "in support" of that petition. And to the extent FSN implies that deployment of fiber facilities means that FSN can no longer utilize Verizon PA's wholesale services to serve its own customers, that is not the case. Resellers like FSN can and do resell telecommunications services provided over fiber facilities just as they do services provided over copper facilities. Other wholesale service options provided over fiber facilities are also available.

CONCLUSION

For the foregoing reasons, the Commission should not entertain CWA's or FSN's attempt to use this Commission to exert regulatory pressure on Verizon PA. The Commission already has the ability to monitor Verizon PA's performance, and the data it has already collected shows that Verizon PA's facilities are performing adequately. The Commission also already has programs to monitor Verizon PA's wholesale service should such review be necessary, but FSN has refused to take even the first steps to take advantage of them. Given these facts, FSN's "answer" is more grandstanding than valid contention. The Commission should dismiss the CWA's petition and FSN's answer without further proceedings.

Respectfully submitted,



Suzan D. Paiva (Atty ID No. 53853)

Verizon

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Philadelphia, PA 19103

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Suzan.D.Paiva@verizon.com

Counsel for Verizon Pennsylvania LLC

Dated: December 1, 2015

EXHIBIT A

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of November 20, 1998

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

FULL SERVICE COMPUTING CORPORATION

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 20th day of November, 1998 (the "Effective Date"), by and between Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania, and Full Service Computing Corporation, d/b/a Full Service Network ("Full Service Network"), a Pennsylvania corporation with offices at 1420 Centre Avenue, Pittsburgh, Pennsylvania 15219 (each a "Party" and, collectively, the "Parties").

WHEREAS, Full Service Network has requested that BA make available to Full Service Network interconnection, service and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between Business Telecom, Inc. and BA, dated as of June 25, 1998, for the Commonwealth of Pennsylvania, approved by the Commission under Section 252 of the Act (the "Separate Agreement") and attached as Appendix 1 hereto; and

WHEREAS, BA has undertaken to make such terms and conditions available to Full Service Network hereby only because of and, to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Full Service Network and BA hereby agree as follows:

1.0 Incorporation of Appendices by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law, and of the other Appendix hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to Business Telecom, Inc. or to BTI shall for purposes of this Agreement be deemed to refer to Full Service Network.

1.3 References in Appendix 1 hereto to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 of Appendix 1 hereto shall be sent to the following address on behalf of Full Service Network:

BA-PA/Full Service Network-PA 11/20/98
(Based on BA-PA/BTI-PA Agreement dated as of June 4, 1998 which is based on MCImetro/BA-PA Agreement dated as of July 8, 1997)

Full Service Computing Corporation
Attn: David Schwencke
1420 Centre Avenue
Pittsburgh, Pennsylvania 15219
Facsimile: (412) 391-1962
Phone: (412) 391-0958

1.5 Notwithstanding Section 1.1 of Attachment X of Appendix 1 hereto and in lieu of the quarterly performance reports set forth in Schedules A through F thereof, at such time as BA makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 (the "FCC Merger Order") to other Telecommunications Carriers purchasing interconnection from BA, BA shall provide Full Service Network with the Performance Monitoring Reports applicable to Full Service Network in accordance with the requirements of said FCC Merger Order.

1.6 All notices, affidavits, exemption-certificates or other communications to Full Service Network under Section 27.7 of Part A of Appendix 1 hereto shall be sent to the following address:

Full Service Computing Corporation
Attn: David Schwencke
1420 Centre Avenue
Pittsburgh, Pennsylvania 15219
Facsimile: (412) 391-1962
Phone: (412) 391-0958

1.7 All notices, affidavits, exemption-certificates or other communications to BA under Section 27.7 of Part A of Appendix 1 hereto shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036

1.8 Notices to Full Service Network under Section 14 of Part A of Appendix 1 hereto shall be sent to the following address:

Full Service Computing Corporation
Attn: John Silvestri, Esq.
7 Wood Street

Pittsburgh, Pennsylvania 15222
Facsimile: (412) 391-1962
Phone: (412) 391-0958

1.9 Notices to BA under Section 14 of Part A of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services
Bell Atlantic Corporation
1095 Avenue of the Americas
40th Floor
New York, New York 10036
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Mr. Jack H. White,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Facsimile: (703) 974-0744

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.
1717 Arch Street
32nd Floor
Philadelphia, Pennsylvania 19103
Facsimile: (215) 563-2658

1.10 The rates, charges and other terms set forth in Appendix 2 hereto shall replace and supersede in their entirety the rates, charges and other terms set forth in Exhibit A to Appendix 1 hereto.

2.0 Clarifications

2.1 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item

or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Full Service Network hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Full Service Network.

2.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that BA shall only be required to provide Combinations and any services related to its provision of Combinations to the extent (a) required by Applicable Law or (b) mutually agreed to by the Parties in writing after the date hereof.

2.3 For the avoidance of doubt, the Parties acknowledge and agree that the term "Dedicated Transport", as described in Section 10 of Attachment III of Appendix 1 hereto, includes subscriber premises only if such premises contain Central Office switching equipment used for interoffice transmission to and from the other end of the Dedicated Transport path.

2.4 Definition of "Local Traffic" in Part B of Appendix 1 hereto, and Section 4.2 of Attachment I on Reciprocal Compensation arrangements of Appendix 1 hereto, are deleted in their entirety and replaced as follows:

"Local Traffic" in Part B: "Local Traffic" means traffic that is originated by an end user subscriber of one Party on that Party's network and terminates to an end user subscriber of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Bell Atlantic's Tariffs, or, if the Commission has defined local calling areas applicable to all Local Exchange Carriers, then as so defined by the Commission. Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission ("Internet Traffic").

4.2 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic. The Reciprocal Compensation arrangements set forth in this Agreement are not applicable the exchange access, including origination or termination of Internet Traffic.

2.5 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with Full Service Network's election under Section 252(i) of the Act.

2.6 Notwithstanding any provision of this Agreement, the BA shall have no obligation to perform under this Agreement until such time as Full Service Network has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Pennsylvania as a local exchange carrier.

23.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.

23.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

23.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance reports, or compliance with CPNI obligations, as appropriate.

23.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.

23.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section 23, shall be deemed to be Confidential Information under Section 22.

23.8 This Section 23 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 24. Dispute Resolution Procedures

24.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

24.2 The Parties acknowledge that the terms of this Agreement were established pursuant to an order of the Commission. Any and all of the terms of this Agreement may be altered or abrogated by a successful challenge to the Agreement (or to the order approving the Agreement) as permitted by Applicable Law. By signing this Agreement, the Parties do not waive the right to pursue such a challenge.

Section 25. Bona Fide Request Process for Further Unbundling

Section 42. Good Faith Performance

42.1 In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

Section 43. Joint Work Product

43.1 This Agreement is the joint work product of the representatives of the Parties. For convenience, this Agreement has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences shall be drawn against either Party solely on the basis of authorship of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

**MCImetro Access Transmission
Services, Inc.**

Bell Atlantic-Pennsylvania, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

VERIFICATION

I, Philip Wood, state that I am Director, State Government Affairs, for Verizon and that as such I am authorized to make this verification on behalf of Verizon Pennsylvania LLC ("Verizon PA"). I have reviewed Verizon PA's Reply to the New Matter of Full Service Network, LP and verify that the facts contained therein are true to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Date: November 10, 2015

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'PW'.