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October 20, 2022

**Via Electronic Filing**

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

Re: Armstrong Telecommunications, Inc. v. Verizon Pennsylvania LLC, Verizon North LLC, MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, and MCI Communications Services Inc., Docket Nos. C-2010-2216205, C-2010-2216311, C-2010-2216325 and C-2010-2216293 – **OPPOSITION TO COMPLIANCE LETTER; REQUEST THAT THIS MATTER REMAIN OPEN AND NOT BE CLOSED**

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Dear Secretary Chiavetta:

Armstrong Telecommunications, Inc. (Armstrong) is in receipt of the “Compliance Letter” submitted on October 18, 2022 at the above captioned dockets by Verizon (Verizon Pennsylvania LLC, Verizon North LLC (“Verizon ILECs”), MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, and MCI Communications Services Inc. (“Verizon CLECs”). The Verizon Compliance Letter notes the payment by Verizon of the amount of \$996,584 as directed in the Commission’s Order entered on September 15, 2022 in the above dockets. Armstrong confirms that this payment was received.

However, the Verizon CLECs remains in violation of Armstrong’s tariff, contrary to the directive contained in ordering paragraph 4 of that same order: “That Verizon Pennsylvania LLC is directed to abide by the provisions of the lawfully filed tariff of Armstrong Telecommunications, Inc.” Further, the Verizon ILECs are in violation of the current interconnection agreements, signed by them and Armstrong, and approved by the Commission (Verizon ICAs).<sup>1</sup>

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<sup>1</sup> The Verizon ILECs voluntarily entered into Interconnection Agreements with Armstrong (“Verizon ICAs”). Commission approval was granted by Orders entered August 30, 2005: *Joint Petition for Approval of an interconnection Agreement and Amendment No. 1 Between Verizon North, Inc., and Armstrong Telecommunications, Inc., under Section 252(e) of the Telecommunication Act of 1996*, Docket No. A-311014F7001 (Opinion and Order entered August 30, 2005); *Joint Petition for Approval of an Interconnection Agreement and Amendment No. 1*

Specifically, under the self-effectuating terms of these tariff and ICA provisions, Verizon owes late payment fees, given that it has unilaterally refused to pay and withheld lawfully due compensation to Armstrong. Verizon entities have possessed and had the use of monies legally *due and owing to Armstrong for over ten years* (accumulated during the period January 1, 2012 to July 1, 2013). Clearly, the payment of interest is reasonable and appropriate, so as not to advantage Verizon's disregard of lawfully tariffed rates.

On October 4, 2022, consistent with its tariff and the Verizon ICAs, Armstrong submitted a formal Demand Letter to Verizon requesting payment of *both* the principal and interest. The letter included a transparent calculation of the amount owing. This request was ignored, and Verizon has tendered the principal of \$996,584 only.

On October 19, 2022, Armstrong submitted a Second Demand Letter to Verizon, a copy of which is attached. Therein, Armstrong explains in detail the basis for the late payment claims, including a copy of the original Demand Letter.

**Armstrong requests, therefore, that this docket remain open, and not be closed**, pending resolution of the late payment issue. Armstrong proposes to continue seeking mutual resolution with Verizon of this issue and will so advise the Commission if this occurs, but failing that Armstrong reserves the right to file further pleadings at this docket.

Thank you for your attention to this matter. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,

*Norman J. Kennard*  
Norman J. Kennard

Enclosure

cc: Certificate of Service

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*Between Verizon Pennsylvania Inc. and Armstrong Telecommunications, Inc. under Section 252(e) of the Telecommunication Act of 1996, Docket No. A- 11014F7000 (Opinion and Order entered August 30, 2005). Armstrong's terminating access charge service are incorporated by reference into the Verizon ICAs.*

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October 19, 2022

Mr. William S. Carnell, Associate General Counsel  
Verizon  
1300 I Street NW  
Washington DC 20005  
Email: [william.s.carnell@verizon.com](mailto:william.s.carnell@verizon.com)

Re: Late Payment Amounts Due Under PA PUC Determination of Underpayment By  
Verizon at C-2010-2216205 -- Second Demand

Dear Mr. Carnell:

Armstrong acknowledges the payment by the Verizon entities (Verizon Pennsylvania, Verizon North, MCImetro Access Transmission Services and MCI Communications) of \$996,000, an amount equal to the underpayment of Armstrong's tariffed access charges as found by Pennsylvania Public Utility Commission Order entered September 15, 2022, in the above docket. Specifically, the Administrative Law Judge found that "by its action in unilaterally refusing to pay Armstrong's lawful switched access tariff Verizon has violated the Code at 66 Pa. C.S. § 1303."<sup>1</sup>

As you know, this amount was unilaterally withheld by Verizon and Armstrong was forced to litigate a complaint before the Commission to collect. While the parties were able to stipulate the amount in dispute that accrued for the period January 1, 2012 to July 1, 2013, there was never any agreed to limit on Verizon's liability for late payment fees, and the parties expressly preserved the issue.<sup>2</sup>

Given that the Verizon entities have possessed and had the use of monies legally due and owing to Armstrong *for over ten years*, while it only partially paid the applicable terminating access rate, the payment of *interest is appropriate and legally required*. The Verizon ICAs, signed by the Verizon ILECs and approved by the Commission,<sup>3</sup> provides for a late payment rate of 1.5%

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<sup>1</sup> The Commission did not reverse this finding, although it did decline to fine Verizon because it was making partial payments.

<sup>2</sup> Joint Stipulation filed December 20, 2018.

<sup>3</sup> The Verizon ILECs voluntarily entered into Interconnection Agreements with Armstrong ("Verizon ICAs"). Commission approval was granted by Orders entered August 30, 2005: *Joint Petition for Approval of an interconnection Agreement and Amendment No. 1 Between Verizon North, Inc., and Armstrong Telecommunications, Inc., under Section 252(e) of the Telecommunication Act of 1996*, Docket No. A-311014F7001 (Opinion and Order

compounded monthly.<sup>4</sup> The Tariff specifies payment of “a late charge of 0.000493 per day, for the number of days from the first date to and including the date that the customer makes payment.”<sup>5</sup>

Under these terms, *the Verizon entities owe late payment fees to Armstrong, as of September 2022, in the amount \$4,859,818.* \$2,166,210 of this amount is owed under the terms of the Verizon ICAs. \$2,693,608 of this is due according to the tariff provisions recited above. Attachment A is the underlying calculation as previously distributed to you by Mr. David Jamieson in Armstrong’s formal demand for payment dated October 4, 2022.

The Commission’s Order of September 15, 2022, states: “That Verizon Pennsylvania LLC is directed to abide by the provisions of the lawfully filed tariff of Armstrong Telecommunications, Inc.” Tariff Pa. PUC No. 5, Section 2.5.2 requires prompt payment and, after thirty days, are considered past due.<sup>6</sup> “If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedures.”<sup>7</sup>

Verizon has argued previously before the Commission that “Armstrong’s switched access tariff states that “[t]he late payment charge does not apply to unpaid balances associated with disputed amounts.”<sup>8</sup> The reference is to the procedure where the billing company reviews the billed party’s complaint and rejects or accepts it. Once rejected, the dispute is resolved. A PUC complaint does not act to eliminate late payment charges, particularly one that goes on for ten years. Throughout this case, Armstrong promptly rejected Verizon’s disputes.<sup>9</sup> Attachment B. This is the same process used by Verizon when it is the billing entity. Attachment C. Armstrong has consistently reserved its right to collect interest.<sup>10</sup>

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entered August 30, 2005); *Joint Petition for Approval of an Interconnection Agreement and Amendment No. 1 Between Verizon Pennsylvania Inc. and Armstrong Telecommunications, Inc. under Section 252(e) of the Telecommunication Act of 1996*, Docket No. A- 11014F7000 (Opinion and Order entered August 30, 2005). Armstrong’s terminating access charge service are incorporated by reference into the Verizon ICAs.

<sup>4</sup> Verizon ICA at Section 9.4 (“Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.”).

<sup>5</sup> Tariff Pa. PUC No. 5, Section 2.5.6(A).

<sup>6</sup> Tariff Pa. PUC No. 5, Section 2.5.2 (“Unless otherwise specified herein, bills are due and payable upon receipt.”); § 2.5.2(E) (“Amounts not paid within 30 days after the date of invoice will be considered past due.”); Tariff Pa. PUC No. 5, Section 2.5.2(F).

<sup>7</sup> Verizon Supplemental Brief at 7 (ftnt 16, citing Armstrong Tariff Pa. PUC No. 5, Section 2.5.4(A)).

<sup>8</sup> Armstrong Telecommunications, Inc. Tariff Pa. PUC No. 5, Section 2.5.6(B).

<sup>9</sup> Verizon's monthly disputes were denied by various Armstrong emails. Armstrong Exhibit 2.

<sup>10</sup> Joint Stipulation filed December 20, 2018.

Armstrong's State Access Tariff has the full force and effect of law and is binding upon both Armstrong and Verizon.<sup>11</sup> Sections 1301 through 1303 of the Public Utility Code provide that a public utility is obligated to charge lawfully filed tariff rates.<sup>12</sup> This includes the late payment fees contained in a tariff. Section 312 requires that interest be paid on any overcollection by Armstrong (had the roles been reversed).

Moreover, Verizon has not contested the application of the ICAs to the Verizon ILECs or the terms imposed for non-payment. There are no limitations on the assessment of late payment charges and a sizeable portion of the late payment fees calculated in the attachment are due thereunder, as noted above. ICA terms are enforceable by the Commission.<sup>13</sup> Tariffs are not intended "to be a substitute for validly executed and approved interconnection agreements."<sup>14</sup>

*This letter reiterates Armstrong's formal demand for payment dated October 4, 2022, that Verizon pay the additional amount \$\$4,859,818 to Armstrong immediately.*

We intend to contest Verizon's "compliance letter" dated October 18, 2022, as Armstrong does not believe that the mere payment of the principal amount complies with the final order, Armstrong's tariff or the Verizon ICAs.

Thank you for your attention to this matter. After review of this letter, I would welcome your contact to discuss this matter further.

Sincerely,

*Norman J. Kennard*

Norman J. Kennard

Enclosure

cc: Suzan Paiva, Esq. w/enc.  
David Reams Jamieson, Esq. w/enc.

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<sup>11</sup> *Stiteler v. The Bell Telephone Co. of Pa., Inc.*, 379 A.2d 339 (Pa. Cmwlth. 1977) (currently effective tariffs are not mere contracts but have the full force and effect of law). See also, *Re Maislin Industries et al*, 72 Pa.P.U.C.; 292, 295 (1590) (citations omitted); *Brockway Glass v. Pa. P.U.C.*, 437 A.2d 1067 (Pa. Cmwlth. 1981); and *Pennsylvania Electric Co. v. Pa. P.U.C.*, 663 A.2d 281 (Pa. Cmwlth. 1995) (tariff provisions cannot be "waived").

<sup>12</sup> 66 Pa. C.S. §§ 1301, 1302, 1303.

<sup>13</sup> *Core Communications, Inc.; v.; Verizon Pennsylvania, LLC*, C-2014-2406550, 2015 Pa. PUC LEXIS 137, \*1; *Core Communications, Inc. v. Verizon Pennsylvania Inc. and Verizon North, LLC*, C-2011-2253750 and C-2011-2253787, 2013 Pa. PUC LEXIS 410, \*1

<sup>14</sup> *Pennsylvania Public Utility Commission v. Verizon Pennsylvania Inc.*, R-00049524, Opinion And Order entered June 10, 2005 at 19.

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**From:** Jamieson, David R <djamieson@agoc.com>  
**Sent:** Tuesday, October 4, 2022 2:57 PM  
**To:** Carnell, William Sayle  
**Cc:** Norman J. Kennard  
**Subject:** [External] RE: Armstrong v. Verizon  
**Attachments:** SKM\_C450i221004133300.pdf

As promised, we have completed our work reviewing the amounts due from Verizon to Armstrong and I now feel like I am in a position to have meaningful discussions with Verizon regarding the recent PUC Order. I have attached for you review our calculations of the interest and late payment charges that have accrued on the amounts the PUC, both Judge Buckley and the Commission, has determined Verizon owes Armstrong. The total amount due as of September 2022 is \$5,856,402.

As you will see in the attachment, the \$5,856,402 is calculated based on the principal balance of \$996,584 referenced in the PUC Order. This principal balance is comprised of amounts due from various Verizon entities and, depending on the entity and the traffic at issue, is subject to either our Interconnection Agreement ("ICA") or our Tariff.

\$442,163 of the \$996,584 is subject to the interest provisions of our ICA and are associated with charges we made to Verizon Pennsylvania and Verizon North. The ICA provides for a rate of 1.5% per month compounded monthly. In applying these provisions to the \$442,163 the resulting interest charge for the past 10 years equals \$2,166,210. When added to the initial principal balance, the Verizon entities identified in this paragraph collectively owe Armstrong, as of the end of September of 2022, a total of \$2,608,373. The columns on the left of the attached worksheet illustrate these calculations and associated charges.

\$554,421 of the \$996,584 is attributable to access traffic exchanged by MCImetro Access Transmission Services and MCI Communications with Armstrong. This traffic is subject to the provisions of our Tariff. Our Tariff provides for late payment charges at a rate of .000493 per day. Applying this daily rate to the amounts that have been due for the past decade results in a late payment charge of \$2,693,608. Adding this amount to the \$554,421 that is due results, as of the end of September of 2022, in a total amount due from the MCI entities to Armstrong of \$3,248,029. The columns on the right of the attached worksheet illustrate the math used to compute these late payment charges.

Please accept this correspondence as Armstrong's formal demand for payment of \$5,856,402 in satisfaction of Verizon's obligation under the PUC Order. The PUC indicated in its order that Verizon needed to pay the amounts due Armstrong within 30 days of the Order. The Order, as you know, is dated September 15, 2022. Given that we were just able to finalize our computations of the interest and late payment charges, Armstrong believes that extending the time for Verizon's compliance to October 31 would be appropriate.

Thank you for your time and attention to this matter.

## LATE PAYMENT CALCULATION ON VERIZON DISPUTE

	LEC INTRALATA AT ICA RATE OF 1.5%			IXC AT TARIFF RATE OF .000493 SIMPLE INTEREST PER DAY		
	ORIGINAL BALANCE	LATE PAYMENTS	CUMULATIVE BALANCE	ORIGINAL BALANCE	LATE PAYMENTS	CUMULATIVE BALANCE
FEBRUARY 2012	\$ -	\$ -	\$ -	\$ 39,260	\$ -	\$ 39,260
MARCH 2012	\$ 38,527	\$ -	\$ 38,527	\$ 42,603	\$ 581	\$ 82,444
APRIL 2012	\$ 35,104	\$ 578	\$ 74,209	\$ 50,414	\$ 1,219	\$ 134,077
MAY 2012	\$ 35,524	\$ 1,113	\$ 110,846	\$ 47,002	\$ 1,983	\$ 183,062
JUNE 2012	\$ 34,601	\$ 1,663	\$ 147,110	\$ 45,782	\$ 2,707	\$ 231,551
JULY 2012	\$ 33,882	\$ 2,207	\$ 183,199	\$ 47,836	\$ 3,425	\$ 282,812
AUGUST 2012	\$ 33,048	\$ 2,748	\$ 218,995	\$ 33,494	\$ 4,183	\$ 320,489
SEPTEMBER 2012	\$ 21,062	\$ 3,285	\$ 243,342	\$ 35,277	\$ 4,740	\$ 360,506
OCTOBER 2012	\$ 20,540	\$ 3,650	\$ 267,532	\$ 36,198	\$ 5,332	\$ 402,036
NOVEMBER 2012	\$ 18,353	\$ 4,013	\$ 289,898	\$ 8,556	\$ 5,946	\$ 416,538
DECEMBER 2012	\$ 19,552	\$ 4,348	\$ 313,798	\$ 25,387	\$ 6,161	\$ 448,086
JANUARY 2013	\$ 19,119	\$ 4,707	\$ 337,624	\$ 19,880	\$ 6,627	\$ 474,593
FEBRUARY 2013	\$ 19,878	\$ 5,064	\$ 362,566	\$ 22,058	\$ 7,019	\$ 503,670
MARCH 2013	\$ 20,437	\$ 5,438	\$ 388,441	\$ 21,763	\$ 7,449	\$ 532,882
APRIL 2013	\$ 17,963	\$ 5,827	\$ 412,231	\$ 23,887	\$ 7,881	\$ 564,650
MAY 2013	\$ 40,273	\$ 6,183	\$ 458,687	\$ 22,685	\$ 8,351	\$ 595,686
JUNE 2013	\$ 17,425	\$ 6,880	\$ 482,992	\$ 15,916	\$ 8,810	\$ 620,412
JULY 2013	\$ 16,875	\$ 7,245	\$ 507,112	\$ 16,423	\$ 9,176	\$ 646,011
AUGUST 2013		\$ 7,607	\$ 514,719		\$ 9,555	\$ 655,566
SEPTEMBER 2013		\$ 7,721	\$ 522,440		\$ 9,696	\$ 665,262
OCTOBER 2013		\$ 7,837	\$ 530,277		\$ 9,839	\$ 675,101
NOVEMBER 2013		\$ 7,954	\$ 538,231		\$ 9,985	\$ 685,086
DECEMBER 2013		\$ 8,073	\$ 546,304		\$ 10,132	\$ 695,218
JANUARY 2014		\$ 8,195	\$ 554,499		\$ 10,282	\$ 705,500
FEBRUARY 2014		\$ 8,317	\$ 562,816		\$ 10,434	\$ 715,934
MARCH 2014		\$ 8,442	\$ 571,258		\$ 10,589	\$ 726,523
APRIL 2014		\$ 8,569	\$ 579,827		\$ 10,745	\$ 737,268
MAY 2014		\$ 8,697	\$ 588,524		\$ 10,904	\$ 748,172
JUNE 2014		\$ 8,828	\$ 597,352		\$ 11,065	\$ 759,237
JULY 2014		\$ 8,960	\$ 606,312		\$ 11,229	\$ 770,466
AUGUST 2014		\$ 9,095	\$ 615,407		\$ 11,395	\$ 781,861
SEPTEMBER 2014		\$ 9,231	\$ 624,638		\$ 11,564	\$ 793,425
OCTOBER 2014		\$ 9,370	\$ 634,008		\$ 11,735	\$ 805,160
NOVEMBER 2014		\$ 9,510	\$ 643,518		\$ 11,908	\$ 817,068
DECEMBER 2014		\$ 9,653	\$ 653,171		\$ 12,084	\$ 829,152
JANUARY 2015		\$ 9,798	\$ 662,969		\$ 12,263	\$ 841,415
FEBRUARY 2015		\$ 9,945	\$ 672,914		\$ 12,445	\$ 853,860
MARCH 2015		\$ 10,094	\$ 683,008		\$ 12,629	\$ 866,489
APRIL 2015		\$ 10,245	\$ 693,253		\$ 12,815	\$ 879,304
MAY 2015		\$ 10,399	\$ 703,652		\$ 13,005	\$ 892,309
JUNE 2015		\$ 10,555	\$ 714,207		\$ 13,197	\$ 905,506
JULY 2015		\$ 10,713	\$ 724,920		\$ 13,392	\$ 918,898
AUGUST 2015		\$ 10,874	\$ 735,794		\$ 13,591	\$ 932,489
SEPTEMBER 2015		\$ 11,037	\$ 746,831		\$ 13,792	\$ 946,281
OCTOBER 2015		\$ 11,202	\$ 758,033		\$ 13,995	\$ 960,276
NOVEMBER 2015		\$ 11,370	\$ 769,403		\$ 14,202	\$ 974,478
DECEMBER 2015		\$ 11,541	\$ 780,944		\$ 14,413	\$ 988,891
JANUARY 2016		\$ 11,714	\$ 792,658		\$ 14,626	\$ 1,003,517
FEBRUARY 2016		\$ 11,890	\$ 804,548		\$ 14,842	\$ 1,018,359
MARCH 2016		\$ 12,068	\$ 816,616		\$ 15,062	\$ 1,033,421
APRIL 2016		\$ 12,249	\$ 828,865		\$ 15,284	\$ 1,048,705
MAY 2016		\$ 12,433	\$ 841,298		\$ 15,510	\$ 1,064,215
JUNE 2016		\$ 12,619	\$ 853,917		\$ 15,740	\$ 1,079,955
JULY 2016		\$ 12,809	\$ 866,726		\$ 15,973	\$ 1,095,928
AUGUST 2016		\$ 13,001	\$ 879,727		\$ 16,209	\$ 1,112,137
SEPTEMBER 2016		\$ 13,196	\$ 892,923		\$ 16,449	\$ 1,128,586
OCTOBER 2016		\$ 13,394	\$ 906,317		\$ 16,692	\$ 1,145,278
NOVEMBER 2016		\$ 13,595	\$ 919,912		\$ 16,939	\$ 1,162,217
DECEMBER 2016		\$ 13,799	\$ 933,711		\$ 17,189	\$ 1,179,406
JANUARY 2017		\$ 14,006	\$ 947,717		\$ 17,443	\$ 1,196,849
FEBRUARY 2017		\$ 14,216	\$ 961,933		\$ 17,701	\$ 1,214,550
MARCH 2017		\$ 14,429	\$ 976,362		\$ 17,963	\$ 1,232,513
APRIL 2017		\$ 14,645	\$ 991,007		\$ 18,229	\$ 1,250,742
MAY 2017		\$ 14,865	\$ 1,005,872		\$ 18,498	\$ 1,269,240
JUNE 2017		\$ 15,088	\$ 1,020,960		\$ 18,772	\$ 1,288,012
JULY 2017		\$ 15,314	\$ 1,036,274		\$ 19,050	\$ 1,307,062
AUGUST 2017		\$ 15,544	\$ 1,051,818		\$ 19,331	\$ 1,326,393
SEPTEMBER 2017		\$ 15,777	\$ 1,067,595		\$ 19,617	\$ 1,346,010
OCTOBER 2017		\$ 16,014	\$ 1,083,609		\$ 19,907	\$ 1,365,917
NOVEMBER 2017		\$ 16,254	\$ 1,099,863		\$ 20,202	\$ 1,386,119
DECEMBER 2017		\$ 16,498	\$ 1,116,361		\$ 20,501	\$ 1,406,620
JANUARY 2018		\$ 16,745	\$ 1,133,106		\$ 20,804	\$ 1,427,424
FEBRUARY 2018		\$ 16,997	\$ 1,150,103		\$ 21,112	\$ 1,448,536
MARCH 2018		\$ 17,252	\$ 1,167,355		\$ 21,424	\$ 1,469,960

## Attachment A

APRIL 2018	\$	17,510	\$	1,184,865	\$	21,741	\$	1,491,701
MAY 2018	\$	17,773	\$	1,202,638	\$	22,062	\$	1,513,763
JUNE 2018	\$	18,040	\$	1,220,678	\$	22,389	\$	1,536,152
JULY 2018	\$	18,310	\$	1,238,988	\$	22,720	\$	1,558,872
AUGUST 2018	\$	18,585	\$	1,257,573	\$	23,056	\$	1,581,928
SEPTEMBER 2018	\$	18,864	\$	1,276,437	\$	23,397	\$	1,605,325
OCTOBER 2018	\$	19,147	\$	1,295,584	\$	23,743	\$	1,629,068
NOVEMBER 2018	\$	19,434	\$	1,315,018	\$	24,094	\$	1,653,162
DECEMBER 2018	\$	19,725	\$	1,334,743	\$	24,450	\$	1,677,612
JANUARY 2019	\$	20,021	\$	1,354,764	\$	24,812	\$	1,702,424
FEBRUARY 2019	\$	20,321	\$	1,375,085	\$	25,179	\$	1,727,603
MARCH 2019	\$	20,626	\$	1,395,711	\$	25,551	\$	1,753,154
APRIL 2019	\$	20,936	\$	1,416,647	\$	25,929	\$	1,779,083
MAY 2019	\$	21,250	\$	1,437,897	\$	26,313	\$	1,805,396
JUNE 2019	\$	21,568	\$	1,459,465	\$	26,702	\$	1,832,098
JULY 2019	\$	21,892	\$	1,481,357	\$	27,097	\$	1,859,195
AUGUST 2019	\$	22,220	\$	1,503,577	\$	27,497	\$	1,886,692
SEPTEMBER 2019	\$	22,554	\$	1,526,131	\$	27,904	\$	1,914,596
OCTOBER 2019	\$	22,892	\$	1,549,023	\$	28,317	\$	1,942,913
NOVEMBER 2019	\$	23,235	\$	1,572,258	\$	28,736	\$	1,971,649
DECEMBER 2019	\$	23,584	\$	1,595,842	\$	29,161	\$	2,000,810
JANUARY 2020	\$	23,938	\$	1,619,780	\$	29,592	\$	2,030,402
FEBRUARY 2020	\$	24,297	\$	1,644,077	\$	30,030	\$	2,060,432
MARCH 2020	\$	24,661	\$	1,668,738	\$	30,474	\$	2,090,906
APRIL 2020	\$	25,031	\$	1,693,769	\$	30,924	\$	2,121,830
MAY 2020	\$	25,407	\$	1,719,176	\$	31,382	\$	2,153,212
JUNE 2020	\$	25,788	\$	1,744,964	\$	31,846	\$	2,185,058
JULY 2020	\$	26,174	\$	1,771,138	\$	32,317	\$	2,217,375
AUGUST 2020	\$	26,567	\$	1,797,705	\$	32,795	\$	2,250,170
SEPTEMBER 2020	\$	26,966	\$	1,824,671	\$	33,280	\$	2,283,450
OCTOBER 2020	\$	27,370	\$	1,852,041	\$	33,772	\$	2,317,222
NOVEMBER 2020	\$	27,781	\$	1,879,822	\$	34,272	\$	2,351,494
DECEMBER 2020	\$	28,197	\$	1,908,019	\$	34,779	\$	2,386,273
JANUARY 2021	\$	28,620	\$	1,936,639	\$	35,293	\$	2,421,566
FEBRUARY 2021	\$	29,050	\$	1,965,689	\$	35,815	\$	2,457,381
MARCH 2021	\$	29,485	\$	1,995,174	\$	36,345	\$	2,493,726
APRIL 2021	\$	29,928	\$	2,025,102	\$	36,882	\$	2,530,608
MAY 2021	\$	30,377	\$	2,055,479	\$	37,428	\$	2,568,036
JUNE 2021	\$	30,832	\$	2,086,311	\$	37,981	\$	2,606,017
JULY 2021	\$	31,295	\$	2,117,606	\$	38,543	\$	2,644,560
AUGUST 2021	\$	31,764	\$	2,149,370	\$	39,113	\$	2,683,673
SEPTEMBER 2021	\$	32,241	\$	2,181,611	\$	39,692	\$	2,723,365
OCTOBER 2021	\$	32,724	\$	2,214,335	\$	40,279	\$	2,763,644
NOVEMBER 2021	\$	33,215	\$	2,247,550	\$	40,874	\$	2,804,518
DECEMBER 2021	\$	33,713	\$	2,281,263	\$	41,479	\$	2,845,997
JANUARY 2022	\$	34,219	\$	2,315,482	\$	42,092	\$	2,888,089
FEBRUARY 2022	\$	34,732	\$	2,350,214	\$	42,715	\$	2,930,804
MARCH 2022	\$	35,253	\$	2,385,467	\$	43,347	\$	2,974,151
APRIL 2022	\$	35,782	\$	2,421,249	\$	43,988	\$	3,018,139
MAY 2022	\$	36,319	\$	2,457,568	\$	44,638	\$	3,062,777
JUNE 2022	\$	36,864	\$	2,494,432	\$	45,298	\$	3,108,075
JULY 2022	\$	37,416	\$	2,531,848	\$	45,968	\$	3,154,043
AUGUST 2022	\$	37,978	\$	2,569,826	\$	46,648	\$	3,200,691
SEPTEMBER 2022	\$	38,547	\$	2,608,373	\$	47,338	\$	3,248,029

TOTALS	\$	442,163	\$	2,166,210	\$	2,608,373	\$	554,421	\$	2,693,608	\$	3,248,029
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TOTAL AMOUNT DUE	\$	<u>5,856,402</u>
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**From:** Franceschi, Cory  
**Sent:** Monday, December 12, 2011 11:21 AM  
**To:** Sierra, Wanda B. <[wanda.b.sierra@verizon.com](mailto:wanda.b.sierra@verizon.com)>  
**Cc:** lib boston <[lib.boston@verizon.com](mailto:lib.boston@verizon.com)>; Merrick, Patrick H (Pat) <[patrick.merrick@verizonbusiness.com](mailto:patrick.merrick@verizonbusiness.com)>; Wilson, Tom <[twilson@agoc.com](mailto:twilson@agoc.com)>; Mitchell, James D <[jmitchell@agoc.com](mailto:jmitchell@agoc.com)>  
**Subject:** RE: Armstrong Tel PA 4223J208D3 11/11 Dispute Letter

Your claims are denied for all Armstrong Telecommunications, Inc. BANs. Armstrong does not agree with your interpretation of the rulings mentioned in your dispute. Furthermore, I assume you are aware also of the ruling of the PA PUC in the recent Palmerton vs. GNAPs matter which requires payment. The rates for all non-local voice traffic that terminates on our network, regardless of the technology used to either originate or terminate that traffic, are set forth in our access tariffs, which rates are legally binding upon you. Your continued withholding of payment is not undertaken in good faith and violates state and federal law. Please note that under our tariff, if you disagree with our denial of your dispute, you must file a complaint with the Pa PUC. **Regardless, in view of this denial of your dispute, immediate payment is required and demanded for Verizon's use of Armstrong's exchange access services.**

The claims for the Late Payment charges are as well denied. These charges are billed in accordance with Armstrong's Tariffs and the Interconnection agreement between Armstrong and Verizon.

***Cory Franceschi***  
***ARMSTRONG***  
***724-283-3692 Ext. 50217***

**From:** Sierra, Wanda B. <[wanda.b.sierra@verizon.com](mailto:wanda.b.sierra@verizon.com)>  
**Sent:** Tuesday, December 6, 2011 4:41 PM  
**To:** Franceschi, Cory <[cfranceschi@agoc.com](mailto:cfranceschi@agoc.com)>  
**Cc:** lib boston <[lib.boston@verizon.com](mailto:lib.boston@verizon.com)>  
**Subject:** Armstrong Tel PA 4223J208D3 11/11 Dispute Letter

Dear Cory Franceschi:

This letter is notification that Verizon – Pennsylvania is disputing charges totaling \$24,640.91 on Invoice 4223J208D11310 dated November 6, 2011 for account 4223J208D3.

#### INVOICE CHARGES DISPUTED

Verizon is disputing \$6,106.30 in Late charges. Verizon will not pay Late charges on balances that were previously disputed.

Verizon is disputing \$2,945.62 for a discrepancy(s) in the billed usage rate(s) for Access for the November 2011 invoice. Armstrong Tel billed usage at a rate other than what has been agreed. The following are the products affected by this rate dispute:

EO Local Switching: From 9/1/2011 to 9/30/2011 at \$.0536355/MOU Billed, \$.0452/MOU Paid

Verizon has re-rated the billed amount to reflect the paid rate.

Verizon is also disputing \$15,588.99 of the intercarrier compensation charges that Armstrong Tel billed to Verizon on invoice number 4223J208D11310.

Consistent with two recent federal district court rulings, Verizon does not believe that IP-originated or IP-terminated traffic is subject to switched access tariffs or related charges.[1][1] Accordingly, Verizon disputes Armstrong Tel's intercarrier compensation charges for this type of traffic and has re-rated the intercarrier compensation charges that Armstrong Tel has billed on IP-originated or IP-terminated traffic down to a rate of \$0.0007 per minute of use, which is the most generally accepted rate in the industry. The Invoice Summary Attachment to this letter details the billing account number, the specific minutes of use that Verizon has re-rated, and the amount of the charges that Verizon is disputing and withholding.

Verizon wants to work with Armstrong Tel in resolving outstanding billing disputes between our companies and looks forward to entering into a commercial agreement with Armstrong Tel that establishes reciprocal rates, terms, and conditions for the exchange of IP-originated or IP-

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[1][1] In *PAETEC v. CommPartners, LLC*, No. 08-0397, slip. op. (D.D.C. Feb. 18, 2010), the court ruled that VoIP traffic that undergoes a net protocol conversion from Internet Protocol format to Time Division Multiplexing ("TDM") format is an information service, and that access tariffs do not apply to information services. In *MetTel v. GNAPs*, No. 08-cv-3829, 2010 WL 1326095 (S.D.N.Y. Mar. 31, 2010), the court decided not to apply tariffed switched access charges to VoIP traffic but rather decided that the local exchange carrier was entitled to receive the reasonable value of the benefit it conferred on a VoIP provider, under the equitable theory of unjust enrichment.

terminated traffic, and which will resolve this dispute. Please contact me at 617-342-2015 at your earliest convenience to discuss the disputes on this invoice.

Sincerely,

Wanda Sierra  
Verizon

## The Invoice Summary Attachment

<b>CLEC Name</b>	Armstrong Tel	<b>State</b>	PA	
<b>Payment Name</b>	Armstrong	<b>Account Number</b>	4223J208D3	<b>Invoice Date</b>
11/6/2011		<b>Invoice</b>	4226J208D11310	<b>HL Billed Amount</b>
		\$24,905.47		

Product Group To Be Paid Amt	Product Type	Product	LATA	Quantity	Rate	Billed Amount
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**Bill** 9/1/2011 - 9/30/2011

Access \$18,729.05	Intra Intra Usage \$244.43	EO Local Switching	234	349,191	0.0536355	
	<i>Dispute(s):</i>	<i>EA_Type</i>	<i>Paid Quantity</i>	<i>Paid Rate</i>	<i>Paid Amount</i>	<i>Dispute</i>
	<i>Escrow Amount</i>					
	Rate - Open (\$2,945.62) \$0.00	Accrual	349,191	0.0452000	\$15,783.43	
	VoIP Open (\$15,539.00) \$0.00	Accrual	349,191	0.0007000	\$244.43	

Local \$70.12	Usage \$20.13	Tandem	234	28,750	0.0024390	
	<i>Dispute(s):</i>	<i>EA_Type</i>	<i>Paid Quantity</i>	<i>Paid Rate</i>	<i>Paid Amount</i>	<i>Dispute</i>
	<i>Escrow Amount</i>					
	VoIP Open (\$49.99) \$0.00	Accrual	28,750	0.0007000	\$20.13	

**Total Billed and Paid for Period** 9/1/2011 - 9/30/2011  
**\$18,799.17** **\$264.56**

**Bill** 11/6/2011 - 11/6/2011

Miscellaneous \$6,106.30	Non-Recurring \$0.00	Late Charge	234	0	0.0000000	
	<i>Dispute(s):</i>	<i>EA_Type</i>	<i>Paid Quantity</i>	<i>Paid Rate</i>	<i>Paid Amount</i>	<i>Dispute</i>
	<i>Escrow Amount</i>					
	Late Chg Open (\$6,106.30) \$0.00	Accrual		0.0000000	\$0.00	

**Total Billed and Paid for Period** 11/6/2011 - 11/6/2011  
**\$6,106.30** **\$0.00**

<b>Total Dispute</b>	<b>Total Billed</b>
<b>Total To Be Paid</b>	
<b>(\$24,640.91)</b>	<b>\$24,905.47</b>
<b>\$264.56</b>	

<b>Disputed Net To Be Paid</b>	<b>Total Billed</b>	<b>Adj-Disputes</b>	<b>Adjustment</b>
<b>(\$24,640.91)</b>	<b>\$24,905.47</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>\$264.56</b>			

<u>Check No.</u>	<u>Payment Date</u>	<u>Payment</u>
3228911	12/05/2011	\$264.56

Total Paid: \$264.56

	<b>Net To Be Paid Final To Be Paid</b>	<b>Total Paid</b>	<b>Still In Acct Payable</b>
<b>Final To Be Paid To CLEC \$0.00</b>	<b>\$264.56 - (</b>	<b>\$264.56 -</b>	<b>\$0.00 ) =</b>
<b>Final To Be Paid To Escrow Account</b>			<b>\$0.00</b>
<b>Final To Be Paid Grand Total (To CLEC + To Escrow Account)</b>			<b>\$0.00</b>

06-Dec-11

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**From:** submit.claims@verizon.com  
**Sent:** Tuesday, August 17, 2021 3:30 PM  
**To:** Huffman, Annette M  
**Cc:** vzwholesalehuntbillinginquiries@one.verizon.com  
**Subject:** Verizon rejected claim - Batch Number: 41383044  
**Attachments:** ATTACHMENTS\_2021\_08\_17\_15\_29\_32\_zip was removed from this message

**CAUTION:** This email originated from outside of AGOC. Use caution when clicking links or opening attachments.



Verizon - Wholesale Financial Operations

08/17/2021

Hi,

We are notifying you that we are unable to accept your claim due to the lack of information described below:

For DIS01 Claim Type the PON\ASR\LSR and Verizon Service Order Number are required fields.

We've assigned this specific claim to Batch ID: 41383044. Please feel free to resubmit this claim with the details requested above and we will investigate. Verizon considers this claim to be closed.

If you have any questions, please call us at (800) 273-3012.

Thanks,

Submit Claims  
Verizon - Wholesale Financial Operations



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