

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RIDGEMONT MOTEL,

Complainant,

v.

VERIZON PENNSYLVANIA LLC,

Respondent.

Docket No. C-2026-3062000

COMPLAINANT'S ANSWER TO RESPONDENT'S PRELIMINARY OBJECTIONS AND MOTION TO STRIKE

Now comes Complainant, Ridgemont Motel, proceeding *pro se*, and respectfully submits this Answer to Respondent Verizon Pennsylvania LLC's Preliminary Objections and Motion to Strike. In support thereof, Complainant states as follows:

1. **Admitted in part, Denied in part.** It is admitted only that Complainant filed a Formal Complaint on or about April 23, 2026, and that the text mentions the financial calculation of \$11,707.00. It is strongly denied that total dismissal is appropriate. As a *pro se* litigant, Complainant requests liberal construction of the initial prayer for relief to protect the core service quality claims from premature dismissal.
2. **Admitted.** It is admitted that Ridgemont Motel subscribes to commercial telephone service with Verizon PA.
3. **Denied as a matter of law.** Paragraph 3 states legal conclusions and Commission regulations to which no responsive pleading is required. To the extent a factual response is required, Complainant denies that the presence of a monetary damage estimate renders the entire underlying service adequacy complaint "impertinent matter" under 52 Pa. Code § 5.101(a)(2).
4. **Admitted.** Complainant agrees with Respondent's stated legal standard that preliminary objections seeking dismissal should only be granted where relief is "clear and free from doubt." As demonstrated below, significant doubt exists regarding Respondent's regulatory compliance.

5. **Denied as a matter of law.** Paragraph 5 states legal conclusions to which no responsive pleading is required.
6. **Admitted.** Complainant strictly agrees with Respondent's citation of *County of Allegheny v. Commw. of Pa.*, which dictates that the Commission **must accept all well-pleaded material facts of the Complainant as 100% true** for the purposes of this motion.
7. **Denied as a matter of law.** Paragraph 7 states legal conclusions regarding statutory limits to which no responsive pleading is required.
8. **Strictly Denied.** Respondent's factual assertions in Paragraph 8 are entirely inaccurate, misleading, and directly violate the standard confirmed in Paragraph 6. Complainant did *not* place a service call for "no dial tone" on October 24, 2025. Rather, Complainant contacted Verizon exclusively to report a dangerous physical hazard: a large group of downed utility wires in front of the commercial property. Respondent's dispatched technician field-repaired the physical height of the lines but recklessly abandoned the job site without testing local terminal connectivity or verifying that Complainant's vital commercial line was reconnected. Because Verizon improperly marked the hazard ticket as "resolved," Complainant had no operational knowledge of the silent, three-month outage until February 10, 2026, when a customer bypassed the dead landline, called Complainant's cellular phone, and reported receiving an automated Verizon error recording.

9. **Denied.** It is denied that the Complaint should be dismissed under 52 Pa. Code § 5.101(a)(1) or (a) (2). While the Commission cannot issue a monetary check, the Commission maintains exclusive, primary jurisdiction to determine the *regulatory compliance* of the service blackout under the Public Utility Code.
10. **Denied in part.** It is admitted that under *Feingold*, the Commission cannot award civil damages. However, it is strongly denied that monetary reimbursement is the "only relief sought." Complainant seeks an official regulatory adjudication determining that Verizon PA failed to provide safe, adequate, and continuous service under **66 Pa. C.S. § 1501**.
11. **Denied as a matter of law.** Paragraph 11 quotes historical case law out of context to manufacture an insulation from utility oversight.
12. **Denied.** It is denied that the Commission lacks jurisdiction over the underlying subject matter of a 111-day commercial service interruption caused by field technician error.
13. **Denied.** A formal evidentiary hearing is deeply in the public interest. Dismissing a commercial customer's complaint without a hearing where an active, multi-month infrastructure abandonment occurred would allow a public utility to bypass its statutory obligations under Section 1501. Under the landmark doctrine of primary jurisdiction established in *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980), a formal regulatory finding by the Commission is a prerequisite step before a consumer can successfully maintain a civil action for gross negligence.

PRAYER FOR RELIEF

WHEREFORE, Complainant Ridgemont Motel respectfully requests that the Commission:

1. **DENY** Respondent Verizon PA's Preliminary Objections and Motion to Strike;
2. **STRIKE** the specific request for monetary damages from the face of the PUC pleading *without prejudice* to allow the core service quality complaint to proceed;
3. **SCHEDULE** this matter for a formal evidentiary hearing before an Administrative Law Judge to determine if Verizon PA violated 66 Pa. C.S. § 1501; and
4. Grant Complainant leave to amend the formal complaint within twenty (20) days if any technical formatting deficiencies are found to persist.

Dated: June 3rd, 2026

Respectfully submitted,

Ridgemont Motel, Complainant

Proceeding Pro-Se

637 US Hwy. 15
South Williamsport, Pa 17702
ridgemontmotel1@gmail.com