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1. TelCove denies that CORVUS Incorporated (“Corvus”) has stated a claim for relief under the stated section of the Michigan Telecommunications Act.
2. TelCove denies that Corvus has stated a claim for relief under the stated section of the Michigan Telecommunications Act.
3. The allegations in paragraph 3 of the Complaint are conclusions of law to which no response is required. To the extent any factual allegations are made in paragraph 3 of the Complaint, TelCove denies the allegations.
4. TelCove denies that Corvus has stated a claim for the relief sought in paragraph 4 of the Complaint.
5. TelCove denies that Corvus has stated a claim for the relief sought in paragraph 5 of the Complaint.
6. TelCove admits each and every allegation contained in paragraph 6 of the Complaint.

7. TelCove admits each and every allegation contained in paragraph 7 of the Complaint.

8. TelCove admits each and every allegation contained in paragraph 8 of the Complaint.

9. TelCove admits each and every allegation contained in paragraph 9 of the Complaint.

10. TelCove denies the allegations in paragraph 10 of the Complaint except that TelCove admits that it and Corvus executed a document entitled "Service Agreement" which reflects signatures by Patrick Markey (December 23, 2003) and John Glicksman (March 4, 2004) as representatives of TelCove and by David C. Hoover (December 23, 2003) on behalf of Corvus and that this document is attached to the Complaint as Exhibit C-1. TelCove notes that this document (the "Contract") is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document. TelCove further admits that it agreed to treat Corvus traffic in accordance with the Contract. TelCove respectfully refers to the Contract (Exhibit C-1) for its content.

11. TelCove denies the allegations in paragraph 11 of the Complaint except that TelCove admits that after August 2004 TelCove agreed to treat Corvus intraLATA toll service in accordance with the Contract (Exhibit C-1). TelCove respectfully refers to the referenced Contract for its content.

12. TelCove admits the allegations set forth in paragraph 12 of the Complaint that it agreed to provide Corvus with billing records for all calls handled by TelCove in accordance with the terms of the Contract. TelCove respectfully refers to the Contract for its content.

13. TelCove denies each and every allegation contained in paragraph 13 of the Complaint.

14. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. TelCove denies the allegations in paragraph 15 of the Complaint that its actions have violated the Michigan Telecommunications Act.

16. The allegations in paragraph 16 of the Complaint are conclusions of law to which no response is required. TelCove denies any factual allegations in paragraph 16 of the Complaint.

17. The allegations in paragraph 17 of the Complaint are conclusions of law to which no response is required. TelCove denies any factual allegations in paragraph 17 of the Complaint.

JURISDICTION

18. The allegations in paragraph 18 of the Complaint are conclusions of law to which no response is required. The statutes speak for themselves and no allegations of fact are made.

19. The allegations in paragraph 19 of the Complaint are conclusions of law to which no response is required. The statutes speak for themselves and no allegations of fact are made.

20. The allegations in paragraph 20 of the Complaint are conclusions of law to which no response is required. The cases speak for themselves and no allegations of fact are made.

THE PARTIES

21. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint.

22. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint.

23. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint.

24. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint.

25. TelCove admits the allegations set forth in paragraph 25 of the Complaint.

26. TelCove admits the allegations set forth in paragraph 26 of the Complaint.

FACTUAL BACKGROUND

27. TelCove admits that it and Corvus executed the Contract. TelCove notes that the Contract is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document.

28. TelCove admits the allegations set forth in paragraph 28 of the Complaint and TelCove respectfully refers to the Contract for its contents.

29. TelCove admits that it provided certain dedicated facilities to Corvus and respectfully refers to the Contract for its contents.

30. TelCove admits that it provided certain collocation services to Corvus and respectfully refers to the Contract for its contents.

31. TelCove admits that it provided local and intraLATA long distance service to Corvus except denies that it was to provide service directly to Corvus' clients. TelCove had no direct carrier relationship with Corvus' clients. TelCove respectfully refers to the Contract for its contents.

32. TelCove admits that it was to "port" all of Corvus' direct inward dialing numbers to TelCove's system and respectfully refers to the Contract for its contents.

33. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 of the Complaint regarding "pass through" except TelCove

admits that it was to switch Corvus' intrastate and interstate traffic through its switch to Qwest Communications over a separate trunk group provided by Qwest to Corvus pursuant to the Contract. TelCove respectfully refers to the Contract for its contents.

34. TelCove admits the allegations in paragraph 34 of the Complaint and respectfully refers to the Contract for its contents.

35. TelCove admits the allegations in paragraph 35 of the Complaint and respectfully refers to the Contract for its contents.

36. TelCove admits the allegations in paragraph 36 of the Complaint and respectfully refers to the Contract for its contents.

37. TelCove admits the allegations in paragraph 37 of the Complaint and respectfully refers to the Contract for its contents.

38. TelCove admits the allegations in paragraph 38 of the Complaint.

39. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 of the Complaint. TelCove notes that it was not required to conduct testing pursuant to the Contract but only to "assist CORVUS' bill processing company with the setup, testing and commissioning of the billing transactions between the two companies" and respectfully refers to the Contract for its contents.

40. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 of the Complaint. TelCove notes that it was not required to conduct testing pursuant to the Contract but only to "assist CORVUS' bill processing company with the setup, testing and commissioning of the billing transactions between the two companies" and respectfully refers to the Contract for its contents.

41. TelCove denies the allegations paragraph 41 of the Complaint except admits that Corvus' billing processor initially had difficulty processing the records sent by TelCove.

42. TelCove admits that it temporarily assigned incorrect Billing Telephone Numbers ("BTNs") to Corvus for TelCove's internal billing purposes but lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42 of the Complaint relating to the duplicate nature of each of the BTNs. TelCove subsequently took action to and did correct the BTNs.

43. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 of the Complaint. Any Primary Interexchange Carrier Change ("PICC") was the direct result of Corvus' actions.

44. TelCove admits that Corvus complained about service problems in May 2004 but lacks knowledge or information sufficient to form a belief as the truth of the remaining allegations in paragraph 44 of the Complaint.

45. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding the time of discovery by Corvus in paragraph 45 of the Complaint except TelCove denies transporting Corvus' and Corvus' clients' long distance service without authorization.

46. TelCove admits the allegations in paragraph 46 of the Complaint.

47. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 of the Complaint.

48. TelCove denies the allegations in paragraph 48 of the Complaint.

COUNT 1
VIOLATIONS OF SECTION 505 OF THE MTA
CAUSED BY DEFENDANT'S ASSIGNMENT OF BTNS

49. TelCove repeats the responses set forth in paragraphs 1 through 48 as though fully set forth herein.

50. The allegations in paragraph 50 of the Complaint are conclusions of law to which no response is required. The statutes speak for themselves and no allegations of fact are made.

51. TelCove denies the allegations in paragraph 51 of the Complaint except admits to temporarily utilizing certain incorrect BTNs in its billing system for a brief period until correct BTNs were assigned.

52. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 52 of the Complaint.

53. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 53 of the Complaint.

54. TelCove admits the allegations in paragraph 54 of the Complaint, which are irrelevant and do not allege facts upon which a claim for a violation of the Michigan Telecommunications Act may be found. To the extent paragraph 54 of the Complaint is construed to allege facts in support of the Complaint, TelCove denies the allegations.

55. The allegations in paragraph 55 of the Complaint are conclusions of law to which no response is required. TelCove denies the allegations to the extent that any factual allegations are made in paragraph 55 of the Complaint.

COUNT 2
VIOLATIONS OF SECTION 505 OF THE MTA
CAUSED BY DEFENDANT'S REFUSAL
TO ROUTE TRAFFIC TO CORVUS' DESIGNATED IXC

56. TelCove repeats the responses set forth in paragraphs 1 through 55 as though fully set forth herein.

57. The allegations in paragraph 57 of the Complaint are conclusions of law to which no response is required. To the extent any factual allegations are made in paragraph 57 of the Complaint, TelCove denies the allegations.

58. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 of the Complaint relating to the use of the term "route" and neither admits nor denies the language in quotations but respectfully refers to the Contract for its contents.

59. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 of the Complaint and respectfully refers to the Contract for its contents except that TelCove admits that Corvus requested a rerouting of its traffic in August of 2004.

60. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 60 of the Complaint. TelCove respectfully refers to the Contract for its contents.

61. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61 of the Complaint. TelCove had no carrier relationship with Corvus' client's. TelCove's only customer was Corvus. TelCove respectfully refers to the Contract for its contents.

62. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 62 of the Complaint. TelCove respectfully refers to the Contract for its contents.

63. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 63 of the Complaint. TelCove had no carrier relationship with Corvus' clients. TelCove's only customer was Corvus. TelCove respectfully refers to the Contract for its contents.

64. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 64 of the Complaint.

65. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 65 of the Complaint.

66. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 66 of the Complaint.

67. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 67 of the Complaint.

68. The allegations in paragraph 68 of the Complaint are conclusions of law to which no response is required. TelCove denies the allegations to the extent that any factual allegations are made in paragraph 68 of the Complaint and refers to the Contract for the fact that only Corvus was a customer of TelCove.

COUNT 3
VIOLATION OF SECTION 502(1)(A) OF THE MTA

69. TelCove repeats the responses set forth in paragraphs 1 through 68 as though fully set forth herein.

70. The allegations in paragraph 70 of the Complaint are conclusions of law to which no response is required. To the extent any factual allegations are made in paragraph 70 of the Complaint, TelCove denies the allegations.

71. TelCove admits the allegations in paragraph 71 of the Complaint and respectfully refers to the Contract for its contents.

72. TelCove denies the allegations in paragraph 72 of the Complaint except admits that Corvus' billing processor initially had difficulty processing the records sent by TelCove.

73. TelCove denies the allegations in paragraph 73 of the Complaint except admits that it communicated with Corvus regarding billing issues.

74. TelCove denies the allegations in paragraphs 74 of the Complaint except admits that it worked with Corvus consistently to increase the accuracy of billing.

75. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 75 of the Complaint relating to the use of the term "route" and neither admits nor denies the language in quotations but respectfully refers to the Contract for its contents.

76. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 76 of the Complaint.

77. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 77 of the Complaint.

78. To the extent paragraph 78 of the Complaint offers a legal conclusion, TelCove neither admits nor denies the allegations as no response is required. To the extent paragraph 78 of the Complaint makes any factual assertion, TelCove denies the allegations in paragraph 78 of the Complaint.

79. The allegations in paragraph 79 of the Complaint are conclusions of law to which no response is required. To the extent any factual allegations are made in paragraph 79 of the Complaint, TelCove denies the allegations.

COUNT 4
VIOLATION OF SECTION 502(1)(I) OF THE MTA

80. TelCove repeats the responses set forth in paragraphs 1 through 79 as though fully set forth herein.

81. The allegations in paragraph 81 of the Complaint are conclusions of law to which no response is required. To the extent any factual allegations are made in paragraph 81 of the Complaint, TelCove denies the allegations.

82. TelCove admits the allegations in paragraph 82 of the Complaint and respectfully refers to the Contract for its contents.

83. TelCove denies the allegations in paragraph 83 of the Complaint except admits that initially Corvus' billing company, Profitec, appeared to have some difficulty reading the billing data provided by TelCove.

84. TelCove denies the allegations in paragraph 84 of the Complaint.

85. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 85 of the Complaint relating to the use of the term "route" and neither admits nor denies the language in quotations but respectfully refers to the Contract for its contents.

86. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 86 of the Complaint.

87. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 87 of the Complaint.

88. TelCove denies the allegations paragraph 88 of the Complaint.

89. The allegations in paragraph 89 of the Complaint are conclusions of law to which no response is required. To the extent paragraph 89 of the Complaint makes any factual allegations, TelCove denies the allegations in paragraph 89 of the Complaint.

COUNT 4
BREACH OF CONTRACT

90. TelCove repeats the responses set forth in paragraphs 1 through 89 as though fully set forth herein.

91. TelCove admits that it and Corvus executed the Contract to provide certain telecommunications services and notes that the Contract is attached to the Complaint as Exhibit C-1. TelCove notes that the Contract is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document.

92. TelCove admits the allegation set forth in paragraph 92 of the Complaint that the Service Agreement was amended to include Additional Terms and Conditions and respectfully refers to the Contract for its contents.

93. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 93 of the Complaint relating to the use of the term "route" and neither admits nor denies the language in quotations but respectfully refers to the Contract for its contents.

94. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 94 of the Complaint.

95. TelCove admits the allegations in paragraph 95 of the Complaint and respectfully refers to the Contract for its contents.

96. TelCove denies the allegations in paragraph 96 of the Complaint except TelCove admits that the six second billing increments were billed to reflect the nearest second decimal place (not the next highest minute). For example, if a call was billed at the correct rate in an amount of \$.023, the billing system would automatically round the amount that the customer was billed up to the second decimal place. Thus, the actual amount billed for that call would be \$.03.

97. TelCove admits the allegations in paragraph 97 of the Complaint and respectfully refers to the Contract for its contents.

98. TelCove denies the allegations in paragraph 98 of the Complaint except TelCove admits that Corvus' selected billing vendor apparently had difficulty reading certain data from TelCove in the initial billing cycles. TelCove respectfully refers to the Contract for its contents.

99. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 99 of the Complaint.

100. TelCove lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 100 of the Complaint.

101. The allegations in paragraph 101 of the Complaint are conclusions of law to which no response is required. To the extent any factual assertions are made, TelCove denies the allegations in paragraph 101 of the Complaint.

102. The allegations in paragraph 102 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made, TelCove denies the allegations in paragraph 102 of the Complaint.

COUNT 4 [SIC]
ENFORCEMENT OF TARIFF PROVISIONS

103. TelCove repeats the responses set forth in paragraphs 1 through 102 as though fully set forth herein.

104. TelCove admits that it had a tariff entitled MPSC No. 1 and TelCove notes that this document (“Tariff No. 1”) is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus’ characterization of the document.

105. TelCove admits that it had a tariff entitled MPSC No. 2 and TelCove notes that this document (“Tariff No. 2”) is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus’ characterization of the document.

106. TelCove admits that it had a tariff entitled MPSC No. 3 and TelCove notes that this document (“Tariff No. 3”) is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus’ characterization of the document.

107. TelCove denies the allegations in paragraph 107 of the Complaint except admits that the Contract required it to provide “billing data on acceptable media to Corvus’ billing processor” and respectfully refers to the Contract as the best evidence of its content and therefore no further answer is required of TelCove as to Corvus’ characterization of the document.

108. TelCove denies the allegations in paragraph 108 of the Complaint except TelCove admits that Corvus’ selected billing vendor apparently had difficulty reading certain data from TelCove in the initial billing cycles.

109. The allegations in paragraph 109 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 109 of the Complaint, TelCove denies the allegations.

COUNT 5
THE LIMITATION OF LIABILITY PROVISION
IN DEFENDANT’S TARIFF IS
NOT JUST AND REASONABLE
AND IS NOT IN THE PUBLIC INTEREST

110. TelCove repeats the responses set forth in paragraphs 1 through 109 as though fully set forth herein.

111. The allegations in paragraph 111 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 111 of the Complaint, TelCove denies the allegations.

112. The allegations in paragraph 112 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 112 of the Complaint, TelCove denies the allegations.

113. The allegations in paragraph 113 of the Complaint are conclusions of law to which no response is required, except that TelCove admits it had in place its Tariff No. 1 consistent with the rules of this Commission. All other factual allegations in paragraph 113 of the Complaint are denied.

114. TelCove admits that it has in place Tariff No. 1, and notes that the tariff is incorporated by reference in the Contract. Tariff No. 1 is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document.

115. TelCove admits that it has Tariff No.1 in place and notes that the tariff is incorporated by reference in the Contract and has been applied by TelCove. To the extent any factual allegations are made in paragraph 115 of the Complaint, TelCove denies them. Tariff No. 1 is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document.

116. The allegations in paragraph 116 of the Complaint are conclusions of law to which no response is required. To the extent any factual assertions are made in paragraph 116 of the Complaint, TelCove denies them except it admits that Tariff No. 1 is applicable. Tariff No. 1

is the best evidence of its content and therefore no further answer is required of TelCove as to Corvus' characterization of the document.

117. The allegations in paragraph 117 of the Complaint are conclusions of law to which no response is required. To the extent any factual assertions are made, TelCove denies them except it admits that its Tariff Nos. 1-3 are incorporated into the Contract and are applicable. Tariff Nos. 1-3 are the best evidence of their content and therefore no further answer is required of TelCove as to Corvus' characterization of the documents.

118. The allegations in paragraph 118 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 118 of the Complaint, TelCove denies the allegations.

119. The allegations in paragraph 119 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 119 of the Complaint, TelCove denies the allegations.

120. The allegations in paragraph 120 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 120 of the Complaint, TelCove denies the allegations.

121. The allegations in paragraph 121 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 121 of the Complaint, TelCove denies the allegations.

122. The allegations in paragraph 122 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 122 of the Complaint, TelCove denies the allegations.

123. The allegations in paragraph 123 of the Complaint are conclusions of law to which no response is required. To the extent that any factual assertions are made in paragraph 123 of the Complaint, TelCove denies the allegations.

124. The allegations in paragraph 124 of the Complaint are conclusions of law to which no response is required. To the extent that any factual allegations are made in paragraph 124 of the Complaint, TelCove denies them, except that TelCove admits that it has in place Tariff Nos. 1-3, which were incorporated into the Contract. TelCove notes that Tariff Nos. 1-3 are the best evidence of their content and therefore no further answer is required of TelCove as to Corvus' characterization of the documents.

AFFIRMATIVE DEFENSES

A. Any claims relating to violations alleged to have occurred more than two years prior to the date of filing of the Complaint are time-barred by Section 205 of the Michigan Telecommunications Act, MCL 484.2205.

B. The Complaint, and each cause of action contained therein, fails to state a claim upon which relief may be granted.

C. Corvus' claims in this action are barred, in whole or in part, by its breach of its contracts with TelCove.

D. Any injuries or damages that Corvus may have sustained were caused in whole or in part by the conduct, actions and/or comparative fault of Corvus itself.

E. The claims in the Complaint are barred in whole or in part by the doctrines of estoppel and/or unclean hands.

F. The claims in the Complaint are barred in whole or in part by the doctrine of Laches.

G. Corvus is equitably estopped from asserting a cause of action based upon a contract and/or course of dealing between the parties such that the relief requested in the Complaint cannot be awarded because Corvus has accepted the services provided by TelCove and, thus, if the relief were granted in whole or in part, Corvus would be unjustly enriched by receiving such services without paying for them.

H. The Complaint is barred in whole or in part by the terms of TelCove's respective local, local toll and/or long distance tariffs including but not limited to the limitations of liability provisions contained therein.

I. The Complainant lacks standing and is not a real party in interests such that the relief requested in the Complaint cannot be awarded as to those allegations of a violation of Sections 505 and 506 of the Michigan Telecommunications Act relating to situations where Corvus was neither the carrier of record for the potentially impacted end user nor an impacted end user itself.

J. The claims in the Complaint relating to Sections 505 and 506 of the Michigan Telecommunications Act are inapplicable as a result of the provisions of Section 506 (3) of the Michigan Telecommunications Act.

K. To the extent it suffered damages, if any, Corvus failed to mitigate the damages.

FIRST COUNTERCLAIM (BREACH OF CONTRACT)

A. TelCove and Corvus executed a document entitled "Service Agreement" which reflects signatures by Patrick Markey (December 23, 2003) and John Glicksman (March 4, 2004) as representatives of TelCove and by David C. Hoover (December 23, 2003) on behalf of Corvus. This document is attached to the Complaint as Exhibit C-1.

B. In accordance with the Contract, TelCove provided certain telecommunications services to Corvus invoiced from the period 11/20/2004 through 5/20/2006.

C. TelCove rendered invoices to Corvus for the services provided during the above referenced time period as set forth in Exhibit TelCove -1 attached.

D. Corvus has failed to pay TelCove for the telecommunications services it received and has an outstanding balance due and owing to TelCove in the amount of \$85,572.20 as reflected on Exhibit TelCove-1.

E. Therefore, TelCove has been damaged by Corvus' breach in the amount of \$85,572.20.

SECOND COUNTERCLAIM (UNJUST ENRICHMENT)

A. TelCove repeats the allegations set forth in A-E of the First Counterclaim as though fully set forth herein.

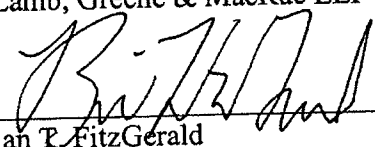
B. By virtue of obtaining TelCove services and refusing to pay the outstanding balance due and owing to TelCove in the amount of \$85,572.20, Corvus has been unjustly enriched.

RELIEF REQUESTED

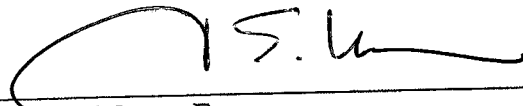
TelCove respectfully requests that this Commission: 1) find in favor of TelCove on all counts of the Complaint and deny in its entirety the relief sought by Corvus; 2) rule in TelCove's favor on its counterclaims; and 3) grant TelCove any such further relief as the Commission deems just and proper.

Respectfully Submitted,

LeBoeuf, Lamb, Greene & MacRae LLP

By: 

Brian T. FitzGerald
Noelle M. Kinsch
99 Washington Avenue, Suite 2020
Albany, New York 12210
(518) 626-9000
(518) 626-9010 Fax

By: 

James E. Means, Esq.
General Counsel
TelCove, Inc.
121 Champion Way
Canonsburg, PA 15317
(724) 743-9566
(724) 743-9791 Fax

By: _____

William R. Ralls, Esq.
William R. Ralls PC
2080 Birch Bluff Drive
Okemos, Michigan 48864
(517) 349-8835
(517) 349-7519 Fax

Date: July 7, 2006

Attorneys for TelCove Operations, Inc.

AL95331.8

Exhibit TelCove-1

Account #	Invoice #	Inv. Date	Amount	TelCove Credits Given	Total Billed	Correct Billing	Credit/Debit Needed	Amt. Pd.
2004020609572531	339456	11/20/2004	\$ 11,466.84	\$ 752.23	\$ 10,714.61	\$ 10,936.36	\$ (221.75)	\$ 1,800.26
2004020609572531	358739	12/20/2004	\$ 10,442.82	\$ 391.32	\$ 10,051.50	\$ 10,908.13	\$ (856.63)	\$ 10,734.68
2004020609572531	369814	1/20/2005	\$ 11,629.59	\$ 631.87	\$ 10,997.72	\$ 10,734.68	\$ 263.04	\$ 3,640.74
2004020609572531	373882	2/20/2005	\$ 10,796.80	\$ 397.05	\$ 10,399.75	\$ 10,604.84	\$ (205.09)	\$ -
2004020609572531	385758	3/20/2005	\$ 10,671.14	\$ -	\$ 10,671.14	\$ 9,882.84	\$ 788.30	\$ -
2004020609572531	399663	4/20/2005	\$ 11,167.29	\$ 532.85	\$ 10,634.44	\$ 10,634.44	\$ -	\$ -
2004020609572531	412634	5/20/2005	\$ 11,045.39	\$ 452.35	\$ 10,593.04	\$ 10,593.04	\$ -	\$ -
2004020609572531	423189	6/20/2005	\$ 10,587.68	\$ -	\$ 10,587.68	\$ 10,274.63	\$ 313.05	\$ 16,816.92
2004020609572531	100296978	7/20/2005	\$ 9,218.04	\$ -	\$ 9,218.04	\$ 8,913.04	\$ 305.00	\$ 2,082.58
2004020609572531	100316831	8/20/2005	\$ 10,970.90	\$ -	\$ 10,970.90	\$ 10,686.40	\$ 284.50	\$ -
2004020609572531	100335810	9/20/2005	\$ 10,094.20	\$ -	\$ 10,094.20	\$ 9,835.10	\$ 259.10	\$ 3,023.04
2004020609572531	100355794	10/20/2005	\$ 9,996.06	\$ 10.66	\$ 9,985.40	\$ 9,729.00	\$ 256.40	\$ 9,272.58
2004020609572531	100376946	11/20/2005	\$ 9,319.56	\$ 2.96	\$ 9,316.60	\$ 9,148.10	\$ 168.50	\$ -
2004020609572531	100399038	12/20/2005	\$ 4,990.04	\$ -	\$ 4,990.04	\$ 4,988.84	\$ 1.20	\$ -
2004020609572531	100421828	1/20/2006	\$ 4,165.13	\$ -	\$ 4,165.13	\$ 4,165.13	\$ -	\$ -
2004020609572531	100445085	2/20/2006	\$ 4,027.08	\$ -	\$ 4,027.08	\$ 4,027.08	\$ -	\$ -
2004020609572531	100471187	3/20/2006	\$ (13,106.44)	\$ -	\$ (13,106.44)	\$ (13,106.44)	\$ -	\$ -
2004020609572531	100494979	4/20/2006	\$ 4.00	\$ -	\$ 4.00	\$ 4.00	\$ -	\$ -
2004020609572531	100542643	5/20/2006	\$ -	\$ 20.13	\$ (20.13)	\$ (20.13)	\$ -	\$ -
2004020609572531	100591519	6/20/2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ 3,191.42	\$ 134,294.70	\$ 132,939.08	\$ 1,355.62	\$ 47,370.80

Amount Owed: \$85,572.20

** All credit noted in the Credit/Debit Needed column from the 6/20/05 invoice forward are due to a correction for directory assistance calls.
 *** The (\$13,106.44) amount billed for the 3/20/06 invoice is a pro-rated credit for services charged to the account after the final disconnection.
 ****The \$4.00 charge applied after the disconnection of services on the 4/20/06 invoice was for directory listings that had not yet been removed.
 ***** Final invoice accounting for all services disconnected on the 5/20/06 bill run.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the Complaint of)
CORVUS Incorporated against)
TelCove Operations, Inc.)
_____)

Case No. U-14901
E-FILE/PAPERLESS

PROOF OF SERVICE

William R. Ralls says that he is one of the attorneys for TelCove Opeations, Inc. (TelCove), and that on July 10, 2006, he did serve a copy of **ANSWER AND DEFENSES** upon those parties on the attached service list via personal service.

WILLIAM R. RALLS

July 10, 2006

MPSC Case No. U-14901
Service List

Mr. Roderick S. Coy
Clark Hill PLC
212 East Grand River Avenue
Lansing, Michigan 48906-4328
(517) 318-3100
rcoy@clarkhill.com

Emmanuel B. Odunlami
Assistant Attorney General
Public Service Division
6545 Mercantile Way, Suite 15
Lansing, Michigan 48911
odunlamie@michigan.gov

Honorable Mark D. Eyster
Administrative Law Judge
Michigan Public Service Commission
6545 Mercantile Way, Suite 14
P.O. Box 30221
Lansing, Michigan 48911
(517) 241-6060
mydeyste@michigan.gov