

1
2
3
4
5
6 BEFORE THE
7 WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

8 FRONTIER COMMUNICATIONS
9 NORTHWEST, LLC D/B/A ZIPLY FIBER,

10 Complainant,

11 KALAMA TELEPHONE COMPANY

12 Respondent.
13

DOCKET UT-200751

ANSWER TO COMPLAINT

14 COMES NOW, Kalama Telephone Company (“Kalama”), by and through its attorney,
15 Richard A. Finnigan, and answers and counter claims against Frontier Communications Northwest,
16 LLC d/b/a Ziplly Fiber (“Ziplly”) as follows:

- 17 1. As to the first paragraph of the Formal Complaint, it is simply an introduction and no answer
18 is required.
19 2. To paragraph 2 of the Formal Complaint, to the extent it contains allegations concerning
20 Kalama’s conduct, Kalama denies it has done anything unlawful.
21 3. Kalama has no knowledge as to whether Ziplly holds a certificate and therefore denies the
22 same. Kalama also notes that Ziplly’s Woodland exchange adjoins Kalama’s service
23
24
25

26 ANSWER TO COMPLAINT - 1

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
(360) 956-7001

1 territory, but the rest of Ziplly's service territory does not. Kalama admits the remaining
2 allegations contained in paragraph 3.

3 4. Kalama denies that it holds a certificate. Kalama admits the remaining allegations contained
4 in paragraph 4 of the Formal Complaint.

5 5. As to paragraph 5, Kalama denies that the Commission has jurisdiction over many aspects of
6 the Formal Complaint.

7
8 6. Kalama admits that the Commission has approved the incumbent local exchange service
9 territory for Kalama. Kalama denies that there is any requirement to define a service
10 territory for operations that are not incumbent local exchange service operations.

11 7. Kalama admits that its service territory map is contained in its tariff for its incumbent local
12 exchange service operations. Kalama denies any implication of anything beyond that.

13 8. Kalama is without sufficient knowledge to identify the truth or falsity of the allegations
14 contained in paragraph 8 of the Formal Complaint and therefore denies the same.

15
16 9. As to paragraph 9, Kalama denies that it is serving at least ten customers with
17 telecommunications service in the Ziplly Woodland exchange. Kalama admits that it is
18 serving six customers with telecommunications service in the Woodland exchange. Kalama
19 is providing broadband only service to several customers in the Woodland exchange.

20 10. As to paragraph 10 to the Formal Complaint, Kalama denies the same.

21 11. As to the allegations in paragraph 11 of the Formal Complaint, Kalama denies the same.

22 Kalama admits that they verbally accepted one additional order for service, but that service
23 was for broadband only and was not telecommunications.
24

1 12. Kalama admits to paragraph 12 of the Formal Complaint.

2 13. Kalama admits that it does not have a certificate to provide competitive service outside of its
3 ILEC service territory but alleges that no such certificate is required.

4 14. As to paragraph 14 of the Formal Complaint, Kalama admits the same.

5 15. As to paragraph 15 of the Formal Complaint, Kalama denies the allegation contained
6 therein.

7 16. As to paragraph 16 of the Formal Complaint, Kalama denies the allegation contained
8 therein.

9 17. As to paragraph 17 of the Formal Complaint, Kalama denies the allegation contained
10 therein.

11 18. As to paragraph 18 of the Formal Complaint, Kalama denies the allegation contained
12 therein.

13 19. As to paragraph 19 of the Formal Complaint, Kalama denies the allegation contained
14 therein.

15 20. As to paragraph 20 of the Formal Complaint, Kalama denies the allegation contained
16 therein.

17 21. As to paragraph 21 of the Formal Complaint, Kalama denies the allegation contained
18 therein.

19 22. As to paragraph 22 of the Formal Complaint, Kalama denies the allegation contained
20 therein.

1 23. As to paragraph 23 of the Formal Complaint, Kalama denies the allegation contained
2 therein.

3 24. As to paragraph 24 of the Formal Complaint, the regulations cited speak for themselves.

4 25. As to paragraph 25 of the Formal Complaint, Kalama admits the allegation contained
5 therein.

6 26. As to paragraph 26 of the Formal Complaint, Kalama denies the allegation contained
7 therein.

8 27. As to paragraph 27 of the Formal Complaint, the statute cited will speak for itself.

9 28. As to Ziplly's request for relief, Kalama asks that the Commission deny any and all requests
10 for relief. Kalama also points out that the Commission has no jurisdiction to determine
11 whether or not tortious interference with a business expectancy has occurred. Kalama also
12 denies that RCW 80.04.220 applies in this situation.
13

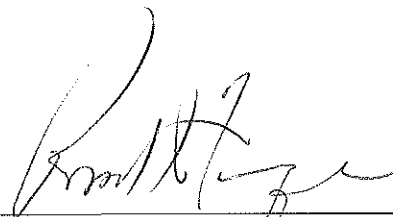
14 COUNTERCLAIM

15 Based on an investigation conducted by Kalama, Kalama alleges as follows:

- 16
- 17 1. On information and belief, Kalama alleges that Ziplly does not have any facilities in
18 place that could provide service to the customers that Kalama is serving in the Woodland
19 exchange.
 - 20 2. Ziplly has constructed telecommunications facilities to at least thirty-one locations within
21 the Kalama exchange. Ziplly is providing telecommunications service to at least some of
22 those locations.
23
- 24
25

- 1 3. On information and belief, Kalama alleges that Zply does not hold a certificate to act as
2 a competitive local exchange carrier in the state of Washington.
- 3 4. On information and belief, Kalama alleges that Zply does not have a price list that
4 would allow it to provide service in the Kalama exchange.
- 5 5. To the extent the Commission believes that Kalama has committed any violation of any
6 rule, regulation or statute by serving customers outside of its service territory, the
7 Commission should find that Zply has violated the very same rules, regulations and
8 statutes.
- 9
- 10 6. To the extent that there is any penalty assessed against Kalama, for serving customers
11 outside of its service territory, the very same penalties should be assessed against Zply
12 in an amount proportionate to the number of locations to which it has built facilities.
- 13

14 Dated this 4th day of September, 2020.

15
16
17 
18 RICHARD A. FINNIGAN