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September 3, 2003

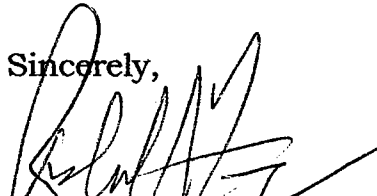
Ms. Carole J. Washburn, Executive Secretary
Washington Utilities and Transportation Commission
1300 South Evergreen Park Drive SW
Olympia, WA 98504-7250

Re: Docket No. UT-033011

Dear Ms. Washburn:

Enclosed are the original and nineteen copies of FairPoint Carrier Services, Inc.'s f/k/a FairPoint Communications Solutions Corp. Answer to the Washington Utilities and Transportation Commission's Amended Complaint and Notice of Prehearing Conference.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosures

cc: Service List
Shirley Linn
John LaPenta

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STATE OF WASH.
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COMMISSION

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND)
TRANSPORTATION COMMISSION,)
)
Complainant,)
)
v.)
)
ADVANCED TELECOM GROUP, INC.;)
ALLEGIANCE TELECOM, INC.; AT&T)
CORP., COVAD COMMUNICATIONS)
COMPANY; ELECTRIC LIGHTWAVE,)
INC.; ESCHELON TELECOM, INC. f/k/a)
ADVANCED TELECOMMUNICATIONS,)
INC.; FAIRPOINT COMMUNICATIONS)
SOLUTIONS, INC.; GLOBAL CROSSING)
LOCAL SERVICES, INC.; INTEGRA)
TELECOM, INC.; MCI WORLDCOM, INC.;)
McLEODUSA, INC.; SBC TELECOM, INC.;)
QWEST CORPORATION; XO)
COMMUNICATIONS, INC. f/k/a NEXTLINK)
COMMUNICATIONS, INC.,)
)
Respondents.)
)

DOCKET NO. UT-033011

FAIRPOINT CARRIER
SERVICES, INC.'S f/k/a FAIRPOINT
COMMUNICATIONS SOLUTIONS
CORP. ANSWER
TO THE WASHINGTON UTILITIES
AND TRANSPORTATION
COMMISSION'S AMENDED
COMPLAINT AND NOTICE OF
PREHEARING CONFERENCE

COMES NOW Defendant, FairPoint Carrier Services, Inc., f/k/a FairPoint Communications Solutions Corp., ("FairPoint"), by and through The Law Office of Richard A. Finnigan, and submits

FAIRPOINT'S ANSWER AND
AFFIRMATIVE DEFENSES TO
WUTC'S AMENDED COMPLAINT - 1

Law Office of
Richard A. Finnigan
2405 Evergreen Park Dr. SW
Suite B-1
Olympia, WA 98502
(360) 956-7001

1 this Answer to the Washington Utilities and Transportation Commission's ("WUTC" or
2 "Commission") Amended Complaint and Notice of Prehearing Conference (hereafter "Complaint").
3 Defendant admits, denies, answers and alleges as follows:
4

5 **ANSWER**

- 6 1. Paragraph 1 states matters which need not be admitted or denied.
- 7 2. FairPoint enters a general denial of the allegations contained in Paragraphs 2 through 9.
8 FairPoint asserts that the documents cited in Paragraphs 2 through 9 speak for themselves,
9 and therefore need not be admitted or denied. FairPoint asserts that its legal name is
10 FairPoint Carrier Services, Inc. and that its legal name at the time the billing dispute
11 settlement agreement in question was entered into between FairPoint and Qwest Corporation
12 ("Qwest") was FairPoint Communications Solutions Corp., not FairPoint Communications
13 Solutions, Inc., as alleged in the Complaint. FairPoint further asserts that the allegations in
14 Paragraphs 2 through 9 contain misstatements of law. FairPoint also alleges that FairPoint
15 no longer provides local exchange services that are the subject of the Complaint. FairPoint
16 also alleges that Paragraphs 2 through 9 contain statements about which FairPoint is without
17 knowledge sufficient to form a belief as to the truth or accuracy of the allegations, and
18 FairPoint therefore denies these allegations.
- 19 3. FairPoint admits the allegations of Paragraph 10.
- 20 4. With respect to Paragraph 11, FairPoint admits that it is a telecommunications company
21 subject to regulation by the WUTC as an interexchange carrier. FairPoint asserts that RCW
22 80.01.040(3) speaks for itself and need not be admitted or denied. Further, FairPoint is
23 without knowledge sufficient to form a belief as to the truth or accuracy of the remaining
24 allegations of Paragraph 11, and FairPoint therefore denies these allegations.
25

- 1 5. FairPoint denies that the WUTC has jurisdiction over the billing dispute settlement
2 agreement at issue because the agreement was a settlement agreement to remedy past harms
3 and not an agreement or contract to buy services as alleged in the Complaint, and therefore
4 denies that the WUTC has jurisdiction over this dispute as alleged in Paragraph 12.
- 5 6. With respect to Paragraph 13, FairPoint admits that it is a telecommunications company
6 authorized to provide telecommunications service in the state of Washington. FairPoint is
7 without knowledge sufficient to form a belief as to the truth or accuracy of the remaining
8 allegations of Paragraph 13, and FairPoint therefore denies these allegations.
- 9 7. With respect to Paragraph 14, FairPoint admits that it is subject, in certain respects, to
10 regulation by the WUTC under Title 80 RCW as an interexchange carrier. FairPoint denies
11 any remaining allegations of Paragraph 14.
- 12 8. FairPoint is without knowledge sufficient to form a belief as to the truth or accuracy of the
13 allegations of Paragraph 15 as they relate to the other parties designated by the Commission
14 as Qwest and the CLEC Respondents, and FairPoint therefore denies these allegations.
15 Further FairPoint denies that the agreement at issue between FairPoint and Qwest was
16 required to be filed with the Commission under 47 U.S.C. § 252.
- 17 9. With respect to Paragraph 16, FairPoint asserts that 47 U.S.C. § 252(a)(1) and (e) and RCW
18 80.36.150 speak for themselves and need not be admitted or denied. FairPoint denies that it
19 was under any obligation to file the agreement listed in Exhibit A with the WUTC.
- 20 10. The allegations of Paragraph 17 do not pertain to FairPoint, and FairPoint is without
21 knowledge sufficient to form a belief as to the truth or accuracy of the allegations of
22 Paragraph 17, and FairPoint therefore denies these allegations.
- 23 11. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
24 through 17 of the Complaint re-alleged by the WUTC in Paragraph 18.

- 1 12. With respect to Paragraph 19, FairPoint asserts that 47 U.S.C. § 252(a) speaks for itself and
2 need not be admitted or denied.
- 3 13. FairPoint denies the allegations of Paragraph 20 to the extent those allegations pertain to
4 FairPoint.
- 5 14. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
6 through 17 of the Complaint re-alleged by the WUTC in Paragraph 21.
- 7 15. With respect to Paragraph 22, FairPoint asserts that 47 U.S.C. § 252(e) speaks for itself and
8 need not be admitted or denied.
- 9 16. FairPoint denies the allegations of Paragraph 23 to the extent those allegations pertain to
10 FairPoint.
- 11 17. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
12 through 17 of the Complaint as re-alleged by the WUTC in Paragraph 24.
- 13 18. Paragraphs 25 through 26 are not applicable to FairPoint, and FairPoint is without
14 knowledge sufficient to form a belief as to the truth or accuracy of the allegations of
15 Paragraphs 24 through 26, and FairPoint therefore denies these allegations.
- 16 19. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
17 through 17 of the Complaint re-alleged by the WUTC in Paragraph 27.
- 18 20. With respect to Paragraph 28, FairPoint asserts that RCW 80.36.150 speaks for itself and
19 need not be admitted or denied.
- 20 21. FairPoint denies the allegations of Paragraph 29 to the extent those allegations pertain to
21 FairPoint.
- 22 22. Paragraph 30 contains allegations that are not applicable to FairPoint, and FairPoint is
23 without knowledge sufficient to form a belief as to the truth or accuracy of the allegations of
24 Paragraph 30, and FairPoint therefore denies these allegations.

- 1 23. With respect to Paragraph 31, FairPoint asserts that RCW 80.04.380 and RCW 80.36.150
2 speak for themselves and need not be admitted or denied.
- 3 24. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
4 through 17 of the Complaint re-alleged by the WUTC in Paragraph 32.
- 5 25. Paragraphs 33 through 36 contain allegations that are not applicable to FairPoint, and
6 FairPoint is without knowledge sufficient to form a belief as to the truth or accuracy of the
7 allegations of Paragraphs 33 through 36, and FairPoint therefore denies these allegations.
- 8 26. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
9 through 17 of the Complaint re-alleged by the WUTC in Paragraph 37.
- 10 27. Paragraphs 38 through 40 contain allegations that are not applicable to FairPoint, and
11 FairPoint is without knowledge sufficient to form a belief as to the truth or accuracy of the
12 allegations of Paragraphs 38 through 40, and FairPoint therefore denies these allegations.
- 13 28. FairPoint re-admits and re-denies as delineated above the allegations of Paragraphs 2
14 through 17 of the Complaint re-alleged by the WUTC in Paragraph 41.
- 15 29. Paragraphs 42 through 45 contain allegations that are not applicable to FairPoint, and
16 FairPoint is without knowledge sufficient to form a belief as to the truth or accuracy of the
17 allegations of Paragraphs 42 through 45, and FairPoint therefore denies these allegations.
- 18 30. Paragraphs 46 through 56 contain statements of procedure that need not be admitted or
19 denied.
- 20 31. To the extent not admitted above, FairPoint specifically denies all other allegations in
21 Paragraphs 2 through 56 of the Complaint.
- 22
23
24
25

1 **AFFIRMATIVE DEFENSES**

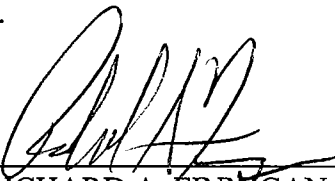
2 BY WAY OF FURTHER ANSWER, and by way of affirmative defenses, FairPoint hereby
3 alleges the WUTC's claims should be dismissed, in whole or in part, based on the following
4 affirmative defenses:

- 5 1. The Complaint fails to state a claim upon which relief can be granted.
- 6 2. The Commission lacks subject matter jurisdiction over the billing dispute settlement
7 agreement in question as identified in the Complaint.
8

9
10 **PRAYER**

11 WHEREFORE, FairPoint prays that this matter be dismissed as to any allegations against
12 FairPoint.

13
14 Dated this 3rd day of September, 2003.

15
16 
17 _____
18 RICHARD A. FINNIGAN, WSBA #6443
19 Attorney for Respondent, FairPoint Carrier
20 Services, Inc.