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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

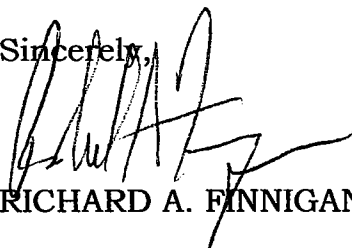
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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

Re: Docket No. UT-033011

Dear Ms. Washburn:

Enclosed are the original and nineteen copies of Integra Telecom, Inc.'s 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  
Deborah Harwood  
Karen Johnson

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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

INTEGRA TELECOM, INC.'S  
ANSWER TO THE WASHINGTON  
UTILITIES AND TRANSPORTATION  
COMMISSION'S AMENDED  
COMPLAINT AND NOTICE OF  
PREHEARING CONFERENCE

COMES NOW Defendant, Integra Telecom, Inc. ("Integra"), by and through The Law  
Office of Richard A. Finnigan, and submits this Answer to the Washington Utilities and  
Transportation Commission's ("WUTC" or "Commission") Amended Complaint and Notice of

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

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(360) 956-7001

1 Prehearing Conference (hereafter "Complaint"). Defendant admits, denies, answers and alleges as  
2 follows:

3  
4 **ANSWER**

- 5 1. Paragraph 1 states matters which need not be admitted or denied.
- 6 2. Integra enters a general denial of the allegations contained in Paragraphs 2 through 9.  
7 Integra asserts that the documents cited in Paragraphs 2 through 9 speak for themselves, and  
8 therefore need not be admitted or denied. Integra asserts that it is not a competitive local  
9 exchange carrier ("CLEC"), does not provide telecommunications services in Washington  
10 and that the Commission has designated the wrong party as a Respondent in this matter.  
11 Integra further asserts that the allegations in Paragraphs 2 through 9 contain misstatements  
12 of law. Integra also alleges that Paragraphs 2 through 9 contain statements about which  
13 Integra is without knowledge sufficient to form a belief as to the truth or accuracy of the  
14 allegations, and Integra therefore denies these allegations.
- 15 3. Integra admits the allegations of Paragraph 10.
- 16 4. With respect to Paragraph 11, Integra denies that it is a CLEC and denies that the  
17 Commission has authority or jurisdiction to regulate it. Integra Telecom of Washington,  
18 Inc., a separate legal entity that is not a party to this matter, is a telecommunications  
19 company subject, in certain respects, to regulation by the WUTC. Integra asserts that RCW  
20 80.01.040(3) speaks for itself and need not be admitted or denied. Further, Integra is  
21 without knowledge sufficient to form a belief as to the truth or accuracy of the remaining  
22 allegations of Paragraph 11, and Integra therefore denies these allegations.
- 23 5. Integra denies that the WUTC has jurisdiction in this matter because (1) Integra is not a  
24 CLEC as alleged in the Complaint; and (2) the contract at issue is not subject to the  
25

1 Commission's regulation. Integra therefore denies that the WUTC has jurisdiction over this  
2 dispute as alleged in Paragraph 12.

3 6. With respect to Paragraph 13, Integra denies that it is a telecommunications company  
4 authorized to provide telecommunications service in the state of Washington. Integra is  
5 without knowledge sufficient to form a belief as to the truth or accuracy of the remaining  
6 allegations of Paragraph 13, and Integra therefore denies these allegations.

7 7. With respect to Paragraph 14, Integra denies that it is subject to regulation by the WUTC  
8 under Title 80 RCW. Integra denies any remaining allegations of Paragraph 14.

9 8. Integra is without knowledge sufficient to form a belief as to the truth or accuracy of the  
10 allegations of Paragraph 15 as they relate to the other parties designated by the Commission  
11 as Qwest and the CLEC Respondents, and Integra therefore denies these allegations.  
12 Further, Integra denies that the agreement at issue between Integra and Qwest was required  
13 to be filed with the Commission under 47 U.S.C. § 252.

14 9. With respect to Paragraph 16, Integra asserts that 47 U.S.C. § 252(a)(1) and (e) and RCW  
15 80.36.150 speak for themselves and need not be admitted or denied. Integra denies that it  
16 was under any obligation to file the agreement listed in Exhibit A with the WUTC.

17 10. The allegations of Paragraph 17 do not pertain to Integra, and Integra is without knowledge  
18 sufficient to form a belief as to the truth or accuracy of the allegations of Paragraph 17, and  
19 Integra therefore denies these allegations.

20 11. Integra re-admits and re-denies as delineated above the allegations of Paragraphs 2 through  
21 17 of the Complaint re-alleged by the WUTC in Paragraph 18.

22 12. With respect to Paragraph 19, Integra asserts that 47 U.S.C. § 252(a) speaks for itself and  
23 need not be admitted or denied. Integra denies that it is a CLEC.

- 1 13. Integra denies the allegations of Paragraph 20 to the extent those allegations pertain to  
2 Integra. Further, Integra states that the obligation, if any existed, to file the agreement in  
3 question between Integra and Qwest with the Commission was the obligation of Qwest  
4 under 47 U.S.C. § 252(b) and not the obligation of Integra.
- 5 14. Integra re-admits and re-denies as delineated above the allegations of Paragraphs 2 through  
6 17 of the Complaint re-alleged by the WUTC in Paragraph 21.
- 7 15. With respect to Paragraph 22, Integra asserts that 47 U.S.C. § 252(e) speaks for itself and  
8 need not be admitted or denied.
- 9 16. Integra denies the allegations of Paragraph 23 to the extent those allegations pertain to  
10 Integra.
- 11 17. Paragraphs 24 through 26 are not applicable to Integra, and Integra is without knowledge  
12 sufficient to form a belief as to the truth or accuracy of the allegations of Paragraphs 24  
13 through 26, and Integra therefore denies these allegations.
- 14 18. Integra re-admits and re-denies as delineated above the allegations of Paragraphs 2 through  
15 17 of the Complaint re-alleged by the WUTC in Paragraph 27.
- 16 19. With respect to Paragraph 28, Integra asserts that RCW 80.36.150 speaks for itself and need  
17 not be admitted or denied.
- 18 20. Integra denies the allegations of Paragraph 29 to the extent those allegations pertain to  
19 Integra.
- 20 21. Paragraph 30 contains allegations that are not applicable to Integra, and Integra is without  
21 knowledge sufficient to form a belief as to the truth or accuracy of the allegations of  
22 Paragraph 30, and Integra therefore denies these allegations.
- 23 22. With respect to Paragraph 31, Integra asserts that RCW 80.04.380 and RCW 80.36.150  
24 speak for themselves and need not be admitted or denied.

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

20  
21 **AFFIRMATIVE DEFENSES**

22 BY WAY OF FURTHER ANSWER, and by way of affirmative defenses, Integra hereby  
23 alleges the WUTC's claims should be dismissed, in whole or in part, based on the following  
24 affirmative defenses:  
25

26 **INTEGRA'S ANSWER AND  
AFFIRMATIVE DEFENSES TO  
WUTC'S AMENDED COMPLAINT - 5**

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1. The Complaint fails to state a claim upon which relief can be granted.
2. The Commission lacks personal jurisdiction over Integra.
3. The Commission lacks subject matter jurisdiction over the agreement in question as identified in the Complaint.
4. Any obligation to file the agreement in question rested with Qwest as the incumbent local exchange carrier and not with Integra.

**PRAYER**

WHEREFORE, Integra prays that this matter be dismissed as to any allegations against Integra.

Dated this 3rd day of September, 2003.



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RICHARD A. FINNIGAN, WSBA #6443  
Attorney for Respondent, Integra Telecom, Inc.