

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

vs.

DOCKET NO. UT-033011

ADVANCED TELECOM CROUP, 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.,

**ANSWER OF ESCHELON  
TELECOM OF  
WASHINGTON, INC.**

Respondents.

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Respondent Eschelon Telecom of Washington, Inc.(Eschelon), files this Answer in response to the Amended Complaint, (Complaint) filed on August 15, 2003. In this Answer, Eschelon responds to allegations made about Eschelon. Eschelon does not reply to allegations about the actions or liability of Qwest or other CLEC Respondents.

1. The allegations in Paragraphs 2-7 of the Complaint consist of statements about state or federal law or orders. Eschelon submits that the statutes and orders referenced speak for themselves and no answer is necessary. Eschelon specifically denies that it had any legal obligation to file the agreements in question with the Commission.
2. The allegations in Paragraphs 8 and 9 of the Complaint are general and apply to other parties in addition to Eschelon. Therefore, Eschelon is without sufficient

information to specifically admit or deny the allegations in Paragraphs 8 and 9 of the Complaint.

3. Eschelon admits the allegations in Paragraphs 10 and 11 of the Complaint.
4. In response to Paragraph 12 of the Complaint, Eschelon admits that the Commission has jurisdiction to investigate this matter.
5. Eschelon admits Paragraphs 13 and 14 of the Complaint as applied to Eschelon.
6. In response to Paragraph 15 of the Complaint, Eschelon admits that it entered into certain agreements identified in Exhibit A as agreements between Qwest and Eschelon and that neither Qwest nor Eschelon sought approval of these agreements from the Commission at the time. Eschelon denies that it had any duty to seek such approval. Eschelon is without sufficient knowledge to affirm or deny the remainder of that Paragraph.
7. In response to Paragraph 16 and with respect to the agreements identified in Exhibit A to which Eschelon is a party, Eschelon admits that Eschelon did not file the agreements with the Commission. Eschelon denies that it had a duty to do so. Eschelon is without sufficient knowledge to admit or deny the remaining allegations.
8. Eschelon is without sufficient knowledge to affirm or deny the allegations in Paragraph 17 of the Complaint except that Eschelon admits that Qwest has entered into some agreements with Eschelon whereby Qwest and Eschelon agreed to settle outstanding disputes. Eschelon asserts that the agreements speak for themselves.

**FIRST CAUSE OF ACTION**  
**(Violation of 47 U.S.C. § 252(a))**

9. Eschelon admits that requirements of 47 U.S.C. 252 (a) are generally as stated in Paragraph 19 of the Complaint but submits that the Act speaks for itself.
10. Eschelon denies the allegations contained in Paragraph 20 of the Complaint as applied to Eschelon and specifically denies that Eschelon violated 47 U.S.C. 252(a).

**SECOND CAUSE OF ACTION**  
**(Violation of 47 U.S.C. § 252(e))**

11. In response to the allegations in Paragraph 22 of the Complaint, Eschelon submits that 47 U.S.C. § 252(e) applies only to interconnection agreements and submits that the statute speaks for itself.
12. Eschelon denies the allegations in Paragraph 23 of the Complaint as applied to Eschelon.

**THIRD CAUSE OF ACTION**  
**(Violation of 47 U.S.C. § 252(i))**

13. Eschelon admits that 47 U.S.C. § 252(i) requires local exchange carriers to make available any interconnection, service, or network element provided under an approved interconnection agreement to any other requesting carrier at the same terms and conditions as those provided in the agreement. 47 U.S.C. § 252(i). Eschelon submits that the statute speaks for itself.
14. Eschelon is without sufficient knowledge to admit or deny the allegations contained in Paragraph 26 of the Complaint.

**FOURTH CAUSE OF ACTION**  
**(Violation of RCW 80.36.150)**

15. Eschelon disagrees with the characterization of RCW 80.36.150 contained in Paragraph 28 of the Complaint and submits that the statute speaks for itself.
16. Eschelon denies the allegation in Paragraph 29 of the Complaint as applied to Eschelon.
17. Eschelon is without sufficient knowledge to admit or deny the allegations contained in Paragraph 30 of the Complaint.
18. Eschelon neither affirms nor denies the allegations contained in Paragraph 31 of the Complaint but submits that the statute speaks for itself. Eschelon specifically denies that it violated RCW 80.36.150.

**FIFTH, SIXTH AND SEVENTH CAUSES OF ACTION**

19. Eschelon is without sufficient knowledge to admit or deny the Fifth, Sixth and Seventh Causes of Action in the Complaint, all of which concern allegations about the actions of Qwest.

**WHEREFORE**, Eschelon urges the Commission to find that Eschelon did not violate the statutes set forth in the complaint, that Eschelon was under no legal duty to file the agreements in question with the Commission and that Eschelon Telecom of Washington, Inc. should be dismissed from this matter.

Dated: September \_\_\_\_, 2003.

ESCHELON TELECOM  
OF WASHINGTON, INC.

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