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**BEFORE THE WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

Washington Exchange Carrier Association,
a Washington non-profit corporation,
CenturyTel of Washington, Inc., a
Washington corporation, Hood Canal
Telephone Company, a Washington
corporation, Kalama Telephone Company, a
Washington corporation, Tenino Telephone
Company, a Washington corporation,
Mashell Telecom, Inc., a Washington
corporation, McDaniel Telephone Company
d/b/a TDS Telecom, a Washington
corporation, Lewis River Telephone
Company, d/b/a TDS Telecom, a Washington
corporation, The Toledo Telephone Co., Inc.,
a Washington corporation, Inland Telephone
Company, a Washington corporation, YCOM
Networks, Inc., a Washington corporation,
and Ellensburg Telephone Company,
a Washington corporation,

Complainants,

v.

Marathon Communications Incorporated,
d/b/a Marathon Communications of
Washington, a Delaware corporation,

Respondent.

DOCKET NO. UT-041244

COMPLAINANTS' ANSWER
TO MARATHON COMMUNICATIONS
INCORPORATED'S COUNTERCLAIM

ANSWER TO COUNTERCLAIM - 1

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1 1. Counterrespondents, the Washington Exchange Carrier Association (“WECA”), a
2 Washington non-profit corporation, and the following WECA members: CenturyTel of
3 Washington, Inc., a Washington corporation; Hood Canal Telephone Company, a
4 Washington corporation; Kalama Telephone Company, a Washington corporation; Tenino
5 Telephone Company, a Washington corporation; Mashell Telecom, Inc., a Washington
6 corporation; McDaniel Telephone Company, d/b/a TDS Telecom, a Washington
7 corporation; Lewis River Telephone Company, d/b/a TDS Telecom, a Washington
8 corporation; The Toledo Telephone Co., Inc., a Washington corporation; Inland Telephone
9 Company, a Washington corporation; YCOM Networks, Inc., a Washington corporation;
10 and Ellensburg Telephone Company, a Washington corporation, answer the Counterclaim
11 filed in this proceeding as set forth below.
12

13 2. In response to Paragraph No. 1 of the Counterclaim, Counterrespondents admit the
14 allegations contained therein, but note that Counterclaimant, Marathon Communications,
15 Inc., (“Marathon”), has been registered in Washington as an interexchange
16 telecommunications company, which registration is set forth in Docket UT-94101, since
17 September 18, 1995, not September 14, 1995 as alleged in Paragraph No. 1 of the
18 Counterclaim.
19

20 3. In response to Paragraph No. 2 of the Counterclaim, Counterrespondents admit that WECA
21 is a Washington non-profit corporation. Counterrespondents also admit that pursuant to an
22 order of this Commission, WECA acts as a tariff bureau for its member companies. WECA
23 denies each and every other allegation contained in Paragraph No. 2 of the Counterclaim.
24

25 ANSWER TO COUNTERCLAIM - 2

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- 1 4. In response to Paragraph No. 3 of the Counterclaim, Counterrespondents admit that each is
2 a corporation operating as a local exchange carrier (“LEC”) in at least portions of the State
3 of Washington. Counterrespondents deny that each is “certified” since the Commission
4 does not issue a certificate of public convenience and necessity.
- 5 5. In response to Paragraph No. 4 of the Counterclaim, Counterrespondents admit that each is
6 a member of WECA.
- 7 6. In response to Paragraph No. 5 of the Counterclaim, Counterrespondents admit the first
8 sentence of Paragraph No. 5. Counterrespondents deny the second sentence of Paragraph
9 No. 5 of the Counterclaim. Counterrespondents lack sufficient knowledge as to all other
10 allegations contained in Paragraph No. 5 of the Counterclaim to determine the truth thereof
11 and therefore deny the same.
- 12 7. In response to Paragraph No. 6 of the Counterclaim, Counterrespondents lack sufficient
13 knowledge as to the allegations contained in Paragraph No. 6 of the Counterclaim to
14 determine the truth thereof and therefore deny the same.
- 15 8. In response to Paragraph No. 7 of the Counterclaim, Counterrespondents admit the
16 allegations contained therein.
- 17 9. In response to Paragraph No. 8 of the Counterclaim, Counterrespondents admit that
18 LocalDial ceased providing interexchange services on midnight June 21, 2004.
19 Counterrespondents deny all other allegations contained in Paragraph No. 8 of the
20 Counterclaim.
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25 ANSWER TO COUNTERCLAIM - 3

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- 1 10. In response to Paragraph No. 9 of the Counterclaim, Counterrespondents deny that
2 Marathon is an independent contractor. Counterrespondents admit all other allegations
3 contained therein.
- 4 11. In response to Paragraph No. 10 of the Counterclaim, Counterrespondents lack sufficient
5 knowledge as to the allegations contained in Paragraph No. 10 of the Counterclaim to
6 determine the truth thereof and therefore deny the same.
- 7
8 12. In response to Paragraph No. 11 of the Counterclaim, Counterrespondents admit the
9 allegations contained therein.
- 10 13. In response to Paragraph No. 12 of the Counterclaim, Counterrespondents lack sufficient
11 knowledge as to the allegations contained in Paragraph No. 12 of the Counterclaim to
12 determine the truth thereof and therefore deny the same.
- 13
14 14. In response to Paragraph No. 13 of the Counterclaim, Counterrespondents admit the first
15 sentence of Paragraph No. 13. Counterrespondents lack sufficient knowledge as to all other
16 allegations contained in Paragraph No. 13 of the Counterclaim to determine the truth thereof
17 and therefore deny the same.
- 18 15. In response to Paragraph No. 14. of the Counterclaim, Counterrespondents deny each and
19 every allegation contained therein.
- 20 16. In response to Paragraph No. 15 of the Counterclaim, Counterrespondents deny each and
21 every allegation contained therein.
- 22
23 17. In response to Paragraph No. 16 of the Counterclaim, Counterrespondents deny each and
24 every allegation contained therein.

25 ANSWER TO COUNTERCLAIM - 4

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1 18. In response to Paragraph No. 17 of the Counterclaim, Counterrespondents deny each and
2 every allegation contained therein.

3 19. In response to Paragraph Nos. 18 - 23 of the Counterclaim, Counterrespondents deny that
4 Respondents are entitled to any claim for relief.
5

6
7 AFFIRMATIVE DEFENSE

8 By way of further answer and affirmative defense, Counterrespondents state as follows:

9 1. The Counterclaim fails to state a claim against Counterrespondents on which relief can be
10 granted.

11 RESPECTFULLY SUBMITTED, this 23rd day of August, 2004.
12
13

14 _____
15 RICHARD A. FINNIGAN, WSBA #6443
16 Attorney for the Washington Exchange Carrier
17 Association and its affected members
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25 ANSWER TO COUNTERCLAIM - 5
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