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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 dba
Marathon Communications of Washington, a
Delaware corporation,

Respondent.

DOCKET NO. _____

COMPLAINT FOR ORDER REQUIRING
MARATHON COMMUNICATIONS
INCORPORATED DBA MARATHON
COMMUNICATIONS OF WASHINGTON TO
CONFORM ITS OPERATIONS TO THE
REQUIREMENTS OF WASHINGTON LAW

(EXPEDITED TREATMENT REQUESTED)

1 1. This Complaint is filed by the Washington Exchange Carrier Association, a Washington
2 non-profit corporation and the following WECA members: CenturyTel of Washington, Inc.,
3 a Washington corporation; Hood Canal Telephone Company, a Washington corporation;
4 Kalama Telephone Company, a Washington corporation; Tenino Telephone Company, a
5 Washington corporation; Mashell Telecom, Inc., a Washington corporation; McDaniel
6 Telephone Company d/b/a TDS Telecom, a Washington corporation; Lewis River
7 Telephone Company, d/b/a TDS Telecom, a Washington corporation; The Toledo
8 Telephone Co., Inc., a Washington corporation; Inland Telephone Company, a Washington
9 corporation; YCOM Networks, Inc., a Washington corporation; and Ellensburg Telephone
10 Company, a Washington corporation.
11

12 2. The addresses for each of the Complainants are as follows:

13 Washington Exchange Carrier
14 Association – 800 “C” Street
15 Vancouver, WA 98660

CenturyTel of Washington, Inc.
805 Broadway
Vancouver, WA 98668

16 Hood Canal Telephone Company
17 East 300 Dalby Road
18 Union, WA 98592

Kalama Telephone Company
290 North 1st Street
Kalama, WA 98625

19 Tenino Telephone Company
20 225 Central Avenue West
21 Tenino, WA 98589

Mashell Telecom, Inc.
104 Washington Avenue North
Eatonville, WA 98328

22 McDaniel Telephone Company
23 d/b/a TDS Telecom - 160 Stowell Road
24 Salkum, WA 98582

Lewis River Telephone Company
d/b/a TDS Telecom
210 East Fourth Street
La Center, WA 98629

1
2 The Toledo Telephone Co., Inc.
3 116 South Second Street
4 Toledo, WA 98591

Inland Telephone Company
103 South Second Street
Roslyn, WA 98941

4 YCOM Networks, Inc.
5 106 Second Street SE
6 Yelm, WA 98597

Ellensburg Telephone Company
305 North Ruby Street
Ellensburg, WA 98926

7 3. The Respondent is Marathon Communications Incorporated dba Marathon Communications
8 of Washington (“Marathon”) whose address is 1550 North 34th Street, Seattle, WA 98103-
9 1167.

10 4. Marathon is the successor-in-interest to LocalDial Corporation (“LocalDial”) and is
11 providing service to the LocalDial customer base.

12 5. The service arrangement occurred pursuant to an agreement entitled “Billing and Services
13 Plus Independent Contractor Agreement.” The Agreement itself is subject to a protective
14 order and may not be disclosed by Complainants’ counsel except by leave of court.

15 LocalDial and Marathon disclosed the name of the Agreement to the court in public
16 documents and thus, the title of the Agreement is not confidential. In correspondence to
17 customers, entitled “Marathon Communications/LocalDial Customer Service Update,” the
18 customers were told “LocalDial merged with Marathon Communications....”
19

20 6. LocalDial’s service was a two-call service that used two-way Primary Rate Interface (PRI)
21 service between hubs in extended area service (EAS) areas and LocalDial’s facilities in
22 Seattle. Calls from the areas served by WECA’s members would originate over the EAS
23 network to what appeared to be a local number, the call was transported to LocalDial’s
24

1 facilities in Seattle, the customer was asked by voice prompt to enter the destination number
2 and once that number was dialed, the call was transported to the called number for call
3 completion. Calls were both originated and terminated over these two-way PRIs and
4 through the use of the EAS networks. Routing traffic in this manner avoided the access
5 charges of WECA and its members.

- 6
7 7. Based on statements made on behalf of LocalDial and Marathon, it is believed that
8 Marathon began serving the LocalDial customers on or about 12:01 a.m., June 22, 2004.
9 For a period of time after 12:01 a.m. on June 22, 2004, that traffic both originated and
10 terminated over the LocalDial facilities, continuing to avoid both originating and
11 terminating access charges. After some time, Marathon moved some, but not all, of the
12 originating traffic to 800 numbers which should alleviate the originating access issue.
13 However, it appears that some of the originating traffic is still being transported over a PRI
14 service that avoids originating access.
- 15
16 8. It also appears that while some traffic on the terminating end is now delivered through the
17 use of toll/access trunks, other traffic still appears to be delivered in a manner which
18 bypasses terminating access. In the Commission Order involving LocalDial, the
19 Commission concluded “LocalDial’s service is a form of intrastate interexchange (i.e., long
20 distance) telecommunications service that subjects LocalDial to the obligation to pay access
21 charges applicable to originating and terminating local exchange carriers, including
22 Complainants, to extent required of interexchange carriers by those carriers’ tariffs.”
23
24 Washington Exchange Carrier Association, et al. v. LocalDial Corporation, Docket No. UT-

1 031472, Order No. 8 at ¶76 (June 11, 2004). Marathon should not be allowed to operate in a
2 way that continues the avoidance of access charges.

3 9. Wherefore, based upon the foregoing, WECA and its members respectfully request that the
4 Commission issue an order instructing Marathon to both originate and terminate traffic in a
5 way that comports with the requirements of access tariffs and to forever cease and desist
6 from use of EAS trunks and other circuits that avoid originating and terminating access
7 charges.
8

9
10 RESPECTFULLY SUBMITTED, this 12th day of July, 2004.
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RICHARD A. FINNIGAN, WSBA #6443
14 Attorney for the Washington Exchange Carrier
Association and its affected members
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25 COMPLAINT FOR ORDER REQUIRING
26 MARATHON COMMUNICATIONS TO
CONFORM - 5

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