

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

INTEGRA TELECOM OF WASHINGTON,
INC., a Washington corporation,

Complainant,

vs.

VERIZON NORTHWEST, INC.,

Respondent.

) Docket No. 053038

) ANSWER OF VERIZON NORTHWEST,
) INC. TO FIRST AMENDED COMPLAINT

Respondent Verizon Northwest, Inc. ("Verizon") hereby answers and submits defenses to the above-captioned Complaint filed by Integra Telecom of Washington, Inc. The paragraph numbers of the following answers correspond to the paragraphs of the Complaint.

INTRODUCTION

1. Verizon admits that the cited statutes and the interconnection agreement between GTE Northwest Inc. and Covad Communications adopted by Integra in Washington ("ICA") referenced speak for themselves and that this is an action brought by Integra against Verizon. Verizon denies all other allegations in this paragraph.

PARTIES

2. Verizon admits the first sentence of this paragraph, but is without knowledge or information sufficient to verify the remainder and therefore denies the same.

ANSWER OF VERIZON NORTHWEST,
INC. TO FIRST AMENDED COMPLAINT --

1

M32234-620053_2

GRAHAM & DUNN PC
Pier 70, 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

ORIGINAL

3. Verizon admits that it will direct service to Jay Nusbaum at the address listed, but is without knowledge or information sufficient to verify the remainder of this paragraph and therefore denies the same.

4. Verizon admits this paragraph.

5. Verizon admits this paragraph.

JURISDICTION

6. Verizon denies this paragraph.

7. Verizon denies this paragraph.

BACKGROUND

8. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

9. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

10. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

11. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

12. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

13. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

14. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

15. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

16. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

17. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

18. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

19. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

CLAIMS AND PRAYER FOR RELIEF

20. Verizon denies this paragraph.

21. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

22. Verizon denies this paragraph.

23. Verizon denies this paragraph.

24. Verizon denies this paragraph.

25. Verizon denies this paragraph.

26. Verizon denies this paragraph.

27. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

28. Verizon is without knowledge or information sufficient to form an answer to this paragraph, and therefore denies the same.

AFFIRMATIVE DEFENSES

By way of further answer and its affirmative defenses to the Complaint, Verizon alleges as follows:

FIRST AFFIRMATIVE DEFENSE

1. The Complaint fails to state a relief upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. The Commission lacks jurisdiction to afford the relief requested by the Complaint.

THIRD AFFIRMATIVE DEFENSE

3. This Complaint is preempted by the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996.

FOURTH AFFIRMATIVE DEFENSE

4. Integra's Claims are barred by the equitable principle of laches.

FIFTH AFFIRMATIVE DEFENSE

5. Integra is estopped from asserting the claims in this Complaint by the terms of its ICA with Verizon.

SIXTH AFFIRMATIVE DEFENSE

6. Integra's claims are time-barred by the terms of the ICA.

SEVENTH AFFIRMATIVE DEFENSE

7. Integra's breach of the ICA for failure to follow the "Dispute Resolution" provisions constitutes inequitable conduct barring Integra's claim.

EIGHTH AFFIRMATIVE DEFENSE

8. Integra's claim must be set-off by any charges unpaid by Integra for elements (such as interoffice transport) that were provided by Verizon to Integra as part of arrangements established by the parties to serve the Integra customers listed in the Complaint.

WHEREFORE, having fully answered the Complaint, Verizon prays for the following relief:

- (1) An order from the Commission dismissing the Complaint with prejudice;
- (2) Such other relief as the Commission finds fair, just, reasonable and sufficient.

DATED this 13th day of September, 2005.

GRAHAM & DUNN PC

By Judith A. Endejan
Judith A. Endejan
WSBA# 11016
Email: jendejan@grahamdunn.com
Attorneys for Respondent Verizon Northwest,
Inc.

ANSWER OF VERIZON NORTHWEST,
INC. TO FIRST AMENDED COMPLAINT --
5

M32234-620053_2

GRAHAM & DUNN PC
Pier 70, 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599