

EXHIBIT A

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

3 INTEGRA TELECOM OF WASHINGTON,
4 INC.,
5 a Washington corporation,

6 Complainant,

7 v.

8 VERIZON NORTHWEST, INC.,

9 Respondent

DOCKET NO. 053038

COMPLAINT

(Violation of Washington Statutes and
Interconnection Agreement)

10 **INTRODUCTION**

11 1. This is an action brought by INTEGRA TELECOM OF WASHINGTON, INC., a
12 Washington corporation ("Integra") against VERIZON NORTHWEST, INC. ("Verizon") for
13 subjecting Integra to undue and unreasonable prejudice and disadvantage and giving itself an
14 undue and unreasonable preference in violation of RCW 80.36.170; for subjecting Integra to
15 undue and unreasonable prejudice and competitive disadvantage and giving itself an undue and
16 unreasonable preference and advantage in violation of RCW 80.36.186; for providing Integra
17 with services, equipment and facilities that are inefficient, inadequate, and in a state of disrepair
18 in violation of RCW 80.36.080; for providing services and facilities to Integra that are unsuitable
19 and improper, in violation of RCW 80.36.090; and for breaching the Interconnection, Resale and
20 Unbundling Agreement between GTE Northwest Incorporated and Covad Communications
21 Company adopted by Integra Telecom of Washington, Inc. and approved by this Commission on
22 April 26, 2000 ("ICA" or "Interconnection Agreement").
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1 COMPLAINT

- A -

Integra Telecom of Washington, Inc.
1201 NE Lloyd Blvd., Ste. 500
Portland, OR 97232
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Fax: (503) 453-8221

1 **PARTIES**

2 2. Integra is a Competitive Local Exchange Carrier with authority to provide
3 telecommunications services in the State of Washington, including in Verizon exchanges.
4 Integra's headquarters are located at 1201 NE Lloyd Blvd., Suite 500, Portland, Oregon 97232.
5 Integra's Washington regional office is located at 20435 72nd Avenue, Suite 150, Kent,
6 Washington 98032. Integra also has a sales office located at 2125 - 112th Avenue NE, Suite 6,
7 Bellevue, Washington 98004 and another back office support location at 1220 Main Street, Suite
8 260, Vancouver, Washington 98660.

9 3. In this proceeding, service on Integra should be directed to Jay Nusbaum, a
10 member in good standing of the Oregon State Bar, who can be located at the following address:
11

12 Jay Nusbaum
13 Integra Telecom
14 1201 NE Lloyd Blvd., Suite 500
15 Portland, OR 97232
16 Phone 503-453-8054
17 Fax 503-453-8221
18 Email jay.nusbaum@integratelecom.com.

19 4. Verizon Northwest, Inc. is a Washington corporation, headquartered in Everett,
20 Washington. On information and belief, Verizon's address is 1800 - 41st Street MS:
21 WA0101RA, Everett, WA 98201.

22 5. Verizon is a Class A telecommunications utility within the meaning of WAC 480-
23 120-021 and a telecommunications company under RCW Chapter 80.36.

24 **JURISDICTION**

25 6. This Commission has jurisdiction under RCW 80.04.110, RCW 80.36.170, RCW
80.36.186, RCW 80.36.080, and RCW 80.36.090.

7. In addition, the Commission has jurisdiction of this matter pursuant to the terms
of the Interconnection Agreement. ICA, Article III, ¶ 15.

2 **COMPLAINT**

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1 **BACKGROUND**

2 8. On March 4, 2002, the Boys & Girls Club of Kirkland signed an agreement for
3 certain telecommunication services with Integra, namely: 4 basic business lines, DS-0 loops.

4 9. Integra ordered the underlying services from Verizon on a wholesale basis as
5 unbundled network elements at TELRIC prices under the interconnection agreement on March
6 20, 2002.

7 10. Verizon delivered the loops through a channel bank and Integra turned up service
8 for the Boys & Girls Club on April 16, 2002.

9 11. On April 24, 2002, the Boys & Girls Club contacted Integra and advised that its
10 callers were reporting continued busy signals even though the Boys & Girls Club knew that its
11 lines were not in use. The telephones were not hanging up.

12 12. Integra tested its equipment and found no trouble.

13 13. Integra opened a trouble ticket with Verizon, TT 2ZTYNUO51759GTEW on
14 April 24, 2002 and followed up on April 26, 2002.

15 14. Verizon had no explanation for the problem. Integra believed that the issue was
16 related to signaling (disconnect supervision) flowing through Verizon's channel bank.

17 15. Integra representatives met with Verizon representatives on May 21, 2002.
18 Verizon offered no solution and further advised Integra that no replacement facilities were
19 available for CLEC use as unbundled network elements to the Boys & Girls Club. Verizon
20 agreed to look into the issue of channel bank cards to cure the problem.

21 16. Integra escalated the issue to its assigned Verizon service representative on May
22 23, 2002. The Verizon service representative responded on May 30, 2002 stating, "The
23 disconnect problem was due to signaling protocol violations. The channel cards used for
24 loop/ground start could not convey ring side open or reversal at the FXS (station) side of the
25 line." Therefore, the Verizon wholesale product provided to Integra was unable to provide
service comparable to the service Verizon provided over its own facilities.

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1 17. Because Verizon's wholesale product was performing below industry standards
2 and in an inferior manner, Integra was forced to order services under the resale attachment to its
3 Interconnection Agreement. Verizon activated the services on July 19, 2002. Because the resold
4 service utilizes the same products and equipment that Verizon itself uses to serve its retail
5 customers, the faulty signaling problem was not an issue on resold services. The issue only
6 exists on the equipment and products Verizon forces CLECs to use to serve customers on
7 Verizon's network. Integra has paid and is paying a higher rate for the underlying services as
8 resale compared to the unbundled rates set forth in its Interconnection Agreement.

9 18. After Verizon provided the underlying services as resale utilizing the same
10 facilities that Verizon uses to service its own retail customers rather than the channel bank
11 facilities that Verizon forces competitors like Integra to use, the disconnect problem did not
12 occur.

13 19. Integra has experienced the same or similar problems with signaling protocol with
14 other end user customers in Washington where Verizon is the underlying carrier supplying the
15 services as an unbundled product on an inferior network through a channel bank instead of as a
16 resale product on the same network Verizon uses to serve retail customers:

17 (a) Washington Academy of Performing Arts:

- 18 (i) on December 21, 2001, Integra entered into a contract to provide basic
19 voice service to an end user customer located at 18047 NE 68th Street,
20 Suite B130, Redmond, Washington;
- 21 (ii) Integra ordered 9 DS0 UNE loops from Verizon;
- 22 (iii) service was activated on February 26, 2002;
- 23 (iv) the end user customer began experiencing problems with disconnection
24 almost immediately;
- 25 (v) Integra opened Trouble Ticket 3627410;

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1 (vi) Verizon was unable to cure the problem and on October 3, 2002, on
2 information and belief, the end user moved the three affected phone lines
3 back to Verizon, while six lines remain with Integra.

4 (b) Applied SBC:

5 (i) on April 23, 2002, Integra entered into a contract to provide basic voice
6 service to an end user located at 15239 NE 90th Street, Redmond,
7 Washington;

8 (ii) Integra ordered 5 DS0 UNE loops from Verizon;

9 (iii) service was activated on May 29, 2002;

10 (iv) the end user customer experienced the same problem with the phones not
11 hanging up;

12 (v) Integra opened Trouble Ticket 6398479;

13 (vi) Verizon was unable to cure the problem and the end user disconnected all
14 services with Integra except a market expansion line and, on information
15 and belief, moved its other lines to Verizon.

16 (c) Quzar:

17 (i) on April 29, 2003, Integra entered into a contract to provide basic voice
18 service to an end user located at 12718 Northup Way, Bellevue,
19 Washington;

20 (ii) Integra ordered 3 DS0 UNE loops from Verizon;

21 (iii) service was activated on May 29, 2003;

22 (iv) the end user customer experienced the same problem with the phones not
23 hanging up;

- 1 (v) Integra opened Trouble Ticket 2560464, and Trouble Tickets
2 2ZTYNU293853GTEW, 2ZTYNU203854GTEW, and
3 2ZTYNU203831GTEW with Verizon;
4 (vi) Verizon was unable to cure the problem, and the end user disconnected all
5 services with Integra and, on information and belief, moved its service to
6 Verizon.

7 (d) Woodinville Weekly:

- 8 (i) on February 19, 2004, Integra entered into a contract to provide basic voice
9 service to an end user located at 13342 NE 175th Street, Woodinville,
10 Washington;
11 (ii) Integra ordered 9 DS0 UNE loops from Verizon;
12 (iii) service was activated on March 30, 2004;
13 (iv) the end user customer experienced the same problem with the phones not
14 hanging up;
15 (v) Integra opened Trouble Ticket 2045470 and 9386503 and Trouble Ticket
16 2ZTYNU199908GTEW with Verizon;
17 (vi) Verizon was unable to cure the problem, and Integra was forced to convert
18 the services and purchase a resale product from Verizon in order to provide
19 service to the customer without the disconnect problem.

20 (e) Powercom:

- 21 (i) on October 30, 2003, Integra entered into a contract to provide basic voice
22 service to an end user located at 11824 North Creek Parkway North, Suite
23 103, Bothell, Washington;
24 (ii) Integra ordered 7 DS0 UNE loops from Verizon;
25 (iii) service was activated on December 1, 2003;

- 1 (iv) the end user customer experienced the same problem with the phones not
2 hanging up;
- 3 (v) Integra opened Trouble Ticket 9699866 and Trouble Ticket
4 2ZTYNU17081GTEW with Verizon;
- 5 (vi) Verizon was unable to cure the problem, and the end user customer
6 switched its phone service back to Verizon.
- 7 (f) Springstar, LLC:
- 8 (i) on March 18, 2004, Integra entered into a contract to provide basic voice
9 service to an end user located at 17669 128th Place NE, Woodinville,
10 Washington;
- 11 (ii) Integra ordered 5 DS0 UNE loops from Verizon;
- 12 (iii) service was activated on April 30, 2004;
- 13 (iv) the end user customer experienced the same problem with the phones not
14 hanging up;
- 15 (v) Integra opened Trouble Ticket 5776985 and Trouble Ticket
16 2ZTYNU205616GTEW with Verizon;
- 17 (vi) Verizon has been unable to cure the problem; however, the customer
18 remains with Integra and receives service that is inferior to the service
19 provided by Verizon over its network.
- 20 (g) Liposonix:
- 21 (i) on September 13, 2002, Integra entered into a contract to provide basic
22 voice service to an end user customer located at 19017 120th Avenue NE,
23 Suite 102, Bothel, Washington;
- 24 (ii) Integra ordered 5 DS0 UNE loops from Verizon;
- 25 (iii) service was activated October 12, 2002;

- 1 (iv) on October 18, 2002, the end user called Integra complaining that the
2 phones would not hang up;
- 3 (v) Integra opened Trouble Ticket 3020888;
- 4 (vi) Verizon was unable to cure the problem, resulting in the customer
5 receiving service from Integra that was inferior to the service Verizon
6 provided over its own network.

7 **CLAIMS AND PRAYER FOR RELIEF**

8 20. In each of the instances above, Verizon supplied Integra with underlying
9 unbundled network elements and services that are below industry standard and inferior to the
10 products and equipment Verizon uses to serve its own retail customers because they are unable
11 to accomplish one of the most simple signaling functions of an essential service: disconnection.

12 21. In some cases, to remedy Verizon's provisioning of inferior products and
13 services, Integra was forced to pay Verizon resale rates that are higher than TELRIC rates for
14 unbundled network elements in order to provide service to customers that did not include the
15 disconnect problem. In other cases, Integra lost customers to Verizon because of the disconnect
16 problem or was unable to provide service that was comparable in quality to the service provided
17 by Verizon.

18 22. Verizon has implemented practices that unduly and unreasonably prejudice and
19 disadvantage Integra in violation of RCW 80.36.170 and that unduly and unreasonably
20 advantage Verizon in violation of RCW 80.36.170.

21 23. Verizon has implemented practices that unduly and unreasonably prejudice and
22 disadvantage Integra while unduly and unreasonably giving Verizon advantages and preferences
23 in violation of RCW 80.36.186.
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1 24. Verizon has implemented practices that are unreasonable, insufficient, and
2 inadequate for Integra in violation of RCW 80.36.080.

3 25. Verizon has implemented practices that are unsuitable and improper for Integra in
4 violation of RCW 80.36.090.

5 26. Verizon has breached the provisions of the Interconnection Agreement allowing
6 Integra to order unbundled network elements at TELRIC prices.

7 27. Integra has been unable to provide service to end user customers on an unbundled
8 basis and has been forced to convert the underlying facilities to resale or has lost customers
9 entirely. Integra has incurred additional costs for providing identical service via resale in an
10 amount to be proven at hearing.

11 28. Because Integra has been unable to provide a basic function of
12 telecommunications service (*i.e.*, the phone hanging up) because of Verizon's unlawful
13 activities, Integra has lost end user customers, good will, suffered harm to its reputation, and lost
14 profits in an amount to be determined.

15 WHEREFORE, Integra requests that this Commission enter an order:

16 (a) compelling Verizon to immediately cease and desist from providing Integra with
17 services and products that are inferior to the services and products used by Verizon to service its
18 retail customers;

19 (b) compelling Verizon to cease using inferior channel bank facilities to service
20 Integra and to sell facilities on the network Verizon uses to serve its retail customers to Integra at
21 TELRIC rates identical to unbundled network elements or, alternatively, to charge Integra
22 TELRIC rates for the resale product supplied by Verizon;
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1 (c) compelling Verizon to credit Integra for the difference between the TELRIC rates
2 that Integra should have paid for adequate service using unbundled network elements and the
3 resale rates Integra was forced to be to obtain adequate service, including the time spent
4 addressing these issues by Integra employees;

5 (d) finding that Verizon's conduct as described in this complaint is a breach of the
6 Interconnection Agreement;

7 (e) finding that Verizon's conduct as described in this complaint is a violation of
8 Washington law, sufficient to allow Integra to make a claim against Verizon for damages in
9 court;

10 (f) take whatever further action the Commission deems necessary and proper based
11 upon the activities set forth above.

12 Dated this ____ day of June, 2005.

13 Respectfully submitted,

14 INTEGRA TELECOM OF OREGON, INC.

15 By: /s/ Jay Nusbaum

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