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Attorneys for Defendant Rural  
Telephone Company

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

**CHRIS J. DENNISON,**

Plaintiff,

vs.

**CONTINENTAL CASUALTY  
COMPANY**, an Illinois corporation;  
**CNA GROUP LIFE ASSURANCE  
COMPANY**, a wholly owned subsidiary  
of Continental Casualty Company,  
**RURAL TELEPHONE COMPANY**, an  
Idaho corporation,

Defendants.

Case No. CIV 02-507-S-LMB

**ANSWER AND DEMAND FOR  
TRIAL BY JURY**

COMES NOW the above-entitled Defendant, **RURAL TELEPHONE  
COMPANY (RTC)**, and answers Plaintiff's Complaint as follows:

FIRST DEFENSE

The Complaint fails to state a claim against this answering Defendant upon which relief can be granted.

SECOND DEFENSE

I.

This answering Defendant denies each and every allegation of the Complaint not herein expressly and specifically admitted.

II.

This answering Defendant admits the allegations contained in Paragraphs 4, 8, 9, and 10 of Plaintiff's Complaint.

III.

Defendant RTC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 1 of the Complaint, and, therefore, denies the same.

IV.

Defendant RTC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 2 and 3 of the Complaint that are directed against other Defendants.

V.

Defendant RTC states that Paragraph 5 of the Complaint asserts a legal conclusion to which no response is required. To the extent Paragraph 5 states facts, those facts are denied as to Defendant RTC.

VI.

Defendant RTC repeats and realleges its responses to Paragraphs 1 through 5 of the Complaint as if fully set forth herein.

VII.

With respect to the factual allegations contained in Paragraph 11 of the Complaint, Defendant RTC admits that Plaintiff Chris J. Dennison filed a claim for disability benefits with the company's group long-term disability insurance plan surety. Defendant RTC states that the documents described in Paragraph 11 as Mr. Dennison's claim packet speak for themselves, and specifically denies any allegations in Paragraph 11 that are inconsistent with the claim packet actually submitted by Mr. Dennison to the surety.

VIII.

With respect to the factual allegations contained in Paragraph 12 of the Complaint, Defendant RTC denies the Plaintiff was terminated. Instead, the Plaintiff had informed the company that due to pain he was unable to perform his job obligations. His vacation and sick leave expired March 6, 2002. Because he had not worked since early February, 2002, the company notified Plaintiff it considered March 6, 2002, to be his separation/termination date from the company.

IX.

With respect to the factual allegations contained in Paragraph 13 of the Complaint, Defendant RTC admits its general manager, Michael Richmond, was contacted by CNA. Defendant RTC denies the remaining allegations in Paragraph 13.

X.

Defendant RTC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 14 through 17 of the Complaint, and, therefore, denies the same.

XI.

Defendant RTC repeats and realleges its responses to Paragraphs 1 through 17 of the Complaint as if fully set forth herein.

XII.

Defendant RTC states that Paragraphs 19 through 21 assert legal conclusions, to which no response is required. To the extent Paragraphs 19 through 21 state facts, those facts are denied as to Defendant RTC. Defendant RTC is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraphs 19 through 21 of the Complaint that are directed against other Defendants, and, therefore, denies the same.

XIII.

Defendant RTC repeats and realleges its responses to Paragraphs 1 through 21 of the Complaint as if fully set forth herein.

XIV.

Defendant RTC states that Paragraphs 23 through 25 assert legal conclusions to which no response is required. To the extent Paragraphs 23 through 25 state facts, those facts are denied as to Defendant RTC.

XV.

Defendant RTC repeats and realleges its response to Paragraphs 1 through 25 of the Complaint as if fully set forth herein.

XVI.

Defendant RTC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraphs 27 through 29 of the Complaint that are directed against other Defendants, and, therefore, denies the same.

XVII.

Defendant RTC states that Paragraph 30 asserts legal conclusions to which no response is required. To the extent Paragraph 30 states facts, those facts are denied as to Defendant RTC.

THIRD DEFENSE

Plaintiff was guilty of negligent and careless misconduct at the time of and in connection with the matters and damages alleged, which misconduct on his part proximately caused and contributed to said events and resultant damages, if any.

FOURTH DEFENSE

Plaintiff's damages, if any, were proximately caused by the superseding, intervening negligence, and omissions or actions, of other third persons, and any negligence or breach of duty on the part of this Defendant, if any, was not a proximate cause of the alleged loss to Plaintiff. In asserting this defense, this Defendant does not admit to any negligence or blameworthy conduct.

FIFTH DEFENSE

Plaintiff had, and continues to have, the ability and opportunity to mitigate the damages alleged with respect to the subject matter of this action, and has failed to mitigate said damages, if any were in fact incurred.

SIXTH DEFENSE

Plaintiff has waived, or by his conduct is estopped from asserting, the causes of action contained in his Complaint.

SEVENTH DEFENSE

Other third persons, not in this Defendant's control, were guilty of negligent and careless misconduct at the time of and in connection with the matters and damages alleged, which misconduct on their part proximately caused and/or contributed to said events and Plaintiff's resultant damages, if any.

EIGHTH DEFENSE

Defendant RTC reserves the right to assert any additional affirmative defenses and matters in avoidance that may be disclosed in the course of additional investigation and discovery, including without limitation, comparative negligence, statute of limitations, waiver/estoppel, superseding/intervening cause, negligence of a third-party not in Defendant RTC's control and setoff.

WHEREFORE, Defendant Rural Telephone Company prays that Plaintiff take nothing by his Complaint, that the same be dismissed, and that Defendant be awarded its costs of suit and attorney fees, and such other and further relief as the Court deems just.

JURY DEMAND

DEFENDANT RURAL TELEPHONE COMPANY  
DEMANDS A TRIAL BY JURY.

DATED this 3/ day of December, 2002.

ANDERSON, JULIAN & HULL LLP

By Robert A. Anderson  
Robert A. Anderson, Of the Firm  
Attorneys for Defendant Rural Telephone  
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3/ day of December, 2002, I served a true and correct copy of the foregoing ANSWER AND DEMAND FOR TRIAL BY JURY by delivering the same to each of the following attorneys of record, by the method indicated below, addressed as follows:

David E. Comstock	<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
LAW OFFICES OF COMSTOCK	<input type="checkbox"/>	Hand-Delivered
& BUSH	<input type="checkbox"/>	Overnight Mail
The Mode Building	<input type="checkbox"/>	Facsimile
800 West Idaho Street, Suite 300		
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<i>Attorneys for Plaintiff</i>		

Donald F. Carey	<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
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<i>Continental Casualty Company and</i>		
<i>CNA Group Life Assurance</i>		
<i>Company</i>		

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