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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

AT&T CORP., a New York Corporation, and
AT&T COMMUNICATIONS OF THE
MOUNTAIN STATES, INC., a Colorado
Corporation,

Complainants,

vs.

QWEST CORPORATION, a Colorado
Corporation,

Respondent.

Case No. ATT-T-04-1

**ANSWER OF QWEST CORPORATION
TO COMPLAINT OF AT&T CORP., AND
AT&T COMMUNICATIONS OF THE
MOUNTAIN STATES, INC.**

Qwest Corporation (“Qwest”), by and through its attorneys, and pursuant to IDAPA
31.01.01.057.02, hereby answers the Complaint of AT&T Corp. (“AT&T Corp”),¹ and AT&T

¹ The first named complainant is AT&T Corp. However, the general license agreement and the individual license agreements list the AT&T entity as “The American Telephone and Telegraph

**ANSWER OF QWEST CORPORATION TO COMPLAINT OF AT&T CORP., AND AT&T
COMMUNICATIONS OF THE MOUNTAIN STATES, INC. - 1**

Communications of the Mountain States, Inc., (“AT&T Mountain States”) (sometimes collectively referred to herein as the “AT&T Idaho Claimants”) in the above captioned proceeding.

I. INTRODUCTION

This Answer is organized into the following sections:

- A brief section recounting the general factual information and procedural history underlying this matter.
- Qwest’s answer to the specific factual allegations of the AT&T Idaho Claimants.
- Qwest’s affirmative defenses to the claims asserted by the AT&T Idaho Claimants.
- The relief requested by Qwest.

II. GENERAL BACKGROUND AND PROCEDURAL HISTORY

On or about August 6, 2004, the AT&T Idaho Claimants filed their Complaint with the Idaho Public Utilities Commission (“Commission”). The AT&T Idaho Claimants filed this Complaint with the Commission at the same time that two AT&T competitive local exchange carriers (“CLECs”), AT&T Communications of the Midwest, Inc. and AT&T Mountain States (the “AT&T CLECs”), are engaged in a complaint before the Federal Communications Commission (“FCC”) concerning the same or similar issues in nine of the fourteen states in Qwest’s territory. *See AT&T Communications of the Midwest, Inc. and AT&T Communications*

Company.” (See Exhibits 2 and 3 to the Complaint). Qwest understands that “AT&T Corp” is simply a new name for the same entity formerly known as “The American Telephone and Telegraph Company.” Thus, for purposes of this Answer, Qwest’s response will assume that AT&T Corp is the same entity as the entity that entered the general license agreement and the sublicenses. If these assumptions prove to be untrue and “The American Telephone and Telegraph Company” and “AT&T Corp” are separate entities, Qwest reserves the right to amend its Answer.

ANSWER OF QWEST CORPORATION TO COMPLAINT OF AT&T CORP., AND AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC. - 2

*of the Mountain States, Inc. v. Qwest Corporation; Case No EB-03-MD-020.*²

The background of the federal case sheds light both on the nature of the AT&T Idaho Claimants' legal theories in this docket and on their motivation for filing this Complaint. What is more, the facts underlying the AT&T CLECs' federal complaint are substantially the same as in this docket, although the legal claims differ slightly between the two proceedings.

The federal docket involves a series of conduit license agreements that one of Qwest's predecessors in interest, The Mountain States Telephone and Telegraph Company,³ negotiated with the American Telephone & Telegraph Company during the late 1980s. This docket involves virtually identical agreements that the Mountain States Telephone and Telegraph Company, one of Qwest's predecessors, negotiated with the American Telephone and Telegraph Company, now known as AT&T Corp, at about the same time. As described in paragraph 8 of the Complaint, complainants allege that AT&T Corp voluntarily negotiated and entered into an agreement titled "General License Agreement for Conduit Occupancy Between The Mountain States Telephone and Telegraph and The American Telephone and Telegraph Company for the State of Idaho" dated May 28, 1988 (the "Conduit License Agreement"). AT&T Corp also voluntarily negotiated and entered into a series of individual conduit license agreements pursuant to this Conduit License Agreement. Since that time, the Conduit License Agreement in Idaho and similar facilities agreements in other states have defined the business relationship by which Qwest has provided AT&T Corp with access to its conduit, and have established the rates and

² The FCC docket involves conduit space provided by Qwest in nine of the fourteen states encompassed in Qwest's service territory. The AT&T CLECs filed their complaint before the FCC because the commissions in those nine states, unlike Idaho, have not attempted to certify to the FCC that they have assumed jurisdiction over poles, ducts and right-of-way issues under section 224(c)(2) of the Communications Act, as amended, 47 U.S.C. § 224(c)(2). As discussed below, Qwest believes that the Commission may not have perfected its certification with respect to Idaho.

³ In the late 1980s, Pacific Northwest Bell, Northwestern Bell, and Mountain Bell merged to form U S WEST Communications, Inc. Qwest's predecessors, The Mountain States Telephone and Telegraph Company and U S WEST Communications, Inc., will generally be referred to in this Answer as Qwest.

terms under which AT&T Corp has secured this access throughout Qwest's service area.

Under the conduit license agreements in Idaho, Qwest has for many years sent annual invoices to AT&T Corp charging the negotiated rates established in the license agreements. These invoices have been paid by AT&T Corp. It therefore came as a surprise to Qwest when the AT&T CLECs—both of whom are separate entities from AT&T Corp—recently asserted that they are the actual occupants of Qwest's conduit, and that they are the beneficiaries of the agreements. The AT&T CLECs have now made this claim in their federal complaint against Qwest. Tacitly, AT&T Mountain States has made a similar assertion in the Complaint filed with this Commission, although the AT&T Idaho Claimants are careful to avoid pointing out which of the two entities they are referring to in many of their allegations in the Complaint.

The FCC docket was initiated by the AT&T CLECs after Qwest refused to grant billing discounts to AT&T Corp from the rates established in the license agreements. Specifically, in May and June 2003, the AT&T CLECs approached Qwest about the calculation of their conduit rental rates and the availability of ARMIS data in connection with their internal "audit." Subsequently, they demanded that Qwest "adjust" downward certain invoices it was sending to AT&T Corp to reflect the discrepancy between the invoice rates and the rates established in Qwest's Statements of Generally Available Terms and Conditions ("SGATs"), which Qwest established on a state-by-state basis for use by CLECs. Qwest told the two AT&T CLECs that they were entitled to the SGAT rates in their capacity as CLECs. During these and subsequent discussions, as well as an internal review of records, however, Qwest discovered that the invoices that the AT&T CLECs were referencing were with AT&T Corp, a different corporate entity from the AT&T CLECs, and that the invoices at issue were under Qwest's license agreements with AT&T Corp. It also became clear that, although the SGAT rates were readily available to the AT&T CLECs through the Section 251 interconnection processes that Qwest had established for CLECs with the states, the AT&T CLECs had not previously identified

themselves as occupants of Qwest's conduit and had not at any time attempted to place an order for access to Qwest-owned conduit pursuant to the terms of their interconnection agreements or pursuant to the terms of Qwest's SGATs.⁴ Given the recently-concluded negotiations between Qwest and the AT&T CLECs to amend their interconnection agreements (negotiations that led to contested arbitrations in several states), during which the parties agreed to expressly reference the SGAT rates, it is inexplicable that the AT&T CLECs were unaware of these processes.

Based upon these facts, Qwest ultimately declined to grant the AT&T CLECs' demands for "invoice adjustments" for the conduit leased to AT&T Corp in the 1980s under the AT&T Corp negotiated license agreements. Unilaterally, AT&T Corp then began withholding payment from Qwest of all but the SGAT rates, based on the specious claim that Qwest had in fact agreed to change the rates in the license agreements during its informal discussions with the AT&T CLECs. Subsequently and separately, the AT&T CLECs⁵ filed their FCC complaint against Qwest in December 2003.

The FCC found the AT&T CLECs' federal complaint to be sufficiently confusing that it ordered two rounds of supplemental briefing to clarify both the facts and the legal claims at issue. Since many of the facts and claims in the FCC docket are relevant to this proceeding, Qwest believes it is necessary to describe the way in which the federal docket has evolved.

The AT&T CLECs' FCC complaint, like the Complaint by AT&T Mountain States here,

⁴ Specifically, although the AT&T CLECs are (collectively) certificated and operate in the nine states at issue in the FCC docket, and although they have interconnection agreements with Qwest in each of these states pursuant to 47 U.S.C. § 251, they have never ordered conduit access from Qwest and have never sought to access the SGAT rates through the processes that were generally available to CLECs, even though the interconnection agreements and processes have been both public and operational for years.

⁵ The Idaho license agreements were excluded from the FCC complaint. This is apparently because of the belief that Idaho has asserted jurisdiction over poles, ducts and right-of-ways pursuant to Section 224 of the Act, and the FCC therefore does not have authority to review Idaho conduit agreements under Section 224.

attempts to intentionally blur the lines between AT&T's corporate entities as if there were no legal or operational distinctions between them. By use of this fiction, the AT&T CLECs attempted to assert that Qwest either knew (or should have known) that Qwest was dealing with these CLECs, even though the conduit license agreements and invoices at issue are all with AT&T Corp, an entity that is not a CLEC. Through the use of this artful and misleading method of pleading, the AT&T CLECs then asserted that Qwest's refusal to "adjust" the invoices that Qwest was sending to AT&T Corp was in fact "discriminatory" against the AT&T CLECs, that Qwest had acted in bad faith in refusing to issue the billing "adjustments" that they demanded on behalf of AT&T Corp., and that Qwest had violated section 224 of the Communications Act of 1934, as amended (the "Act").⁶

In their FCC complaint, the AT&T CLECs also claimed -- through a novel theory -- that Qwest's actions were a violation of an alleged free-standing obligation owed by Qwest to lower its conduit charges under section 224 of the Act, despite the fact that the conduit license agreements with AT&T Corp predate the relevant provisions of, and are expressly excluded from, section 224.⁷ Further, the AT&T CLECs asserted that Qwest's refusal to grant their requested discounts amounted to both discrimination and anti-competitive conduct against them as CLECs under Section 251, and was a violation of Qwest's interconnection agreements with them. On these grounds, the AT&T CLECs requested both forward-looking and retroactive relief, dating back many years.

Qwest has denied each of the allegations in the AT&T CLECs' FCC complaint. As Qwest has shown in the FCC proceeding, the AT&T CLECs have never requested access to

⁶ 47 U.S.C. § 224.

⁷ See *TCG Dallas, Inc., v. Texas Utils. Elec. Co.*, 13 F.C.C.R. 7298, 7301 ¶ 7 (1998) ("The 1992 Agreement, and its 1994 Amendment, because they concern a utility and a telecommunications provider, and were in effect prior to February 8, 1996, comprise the type of agreement specifically excluded by Congress in section 224, as amended by the [Telecommunications Act of 1996]").

conduit under the interconnection agreements, and had never disclosed to Qwest that they were the parties actually using the conduit that was secured through the conduit license agreements between Qwest and AT&T Corp, and their demands that Qwest “adjust” AT&T Corp’s invoices were improper. Qwest has no record of AT&T Mountain States ever having disclosed that it was the AT&T entity actually using the conduit secured through the license agreement between Qwest and AT&T Corp. Finally, AT&T Corp is not a CLEC in Idaho.

The FCC complaint remains pending at this time.

ANSWER

With respect to the specific allegations in the Complaint, Qwest admits, denies and alleges as follows:

1. As to the allegations in paragraph 1 of the Complaint, Qwest lacks sufficient knowledge to determine whether AT&T Corp is a public utility in Idaho or in any other state and therefore denies the same. AT&T Corp is not identified as a certificated utility on the Commission’s website.⁸ Further, based on information and belief, Qwest affirmatively alleges that the only AT&T entity certificated as a LEC or CLEC in Idaho is AT&T Mountain States.

2. As to the allegations contained in paragraph 2 of the Complaint, Qwest admits that it is a public utility and certified local exchange company. However, no certification is required to provide long distance services in Idaho.

3. The allegations of paragraph 3 of the Complaint are generally allegations of law to which no response is required. To the extent the allegations may be construed as factual allegations, Qwest admits that the Commission has certified to the FCC that it regulates the rates, terms and conditions for pole attachments in Idaho, but Qwest denies that the Commission has

⁸ See <http://www.puc.state.id.us/FILEROOM/UTILITIES.PDF>, visited August 29, 2004.

jurisdiction to adjudicate this matter. Section 224 of the 1996 Act states: “a State shall not be considered to regulate the rates, terms, and conditions for pole attachments – (A) unless the State has issued and made effective rules and regulations implementing the State’s regulatory authority over pole attachments.” To the best of Qwest’s knowledge, it does not appear that the Commission has ever issued or made effective any substantive rules or regulations implementing the state’s authority under section 224 or state statutory authority over pole attachments.⁹ Moreover, as discussed elsewhere in this Answer, Qwest and AT&T Corp have a valid and long standing contract under which AT&T Corp has ordered and used Qwest conduit in Idaho. Similarly, Qwest and AT&T Mountain States have, since 1998, had interconnection agreements in Idaho under which AT&T Mountain States has had the ability to place an order for conduit access in Idaho, though it has never actually done so. Thus, this is not an instance where the Commission should step in and order a remedy based upon the parties’ failure to agree. Based upon these facts, the Commission lacks jurisdiction over this dispute. Finally, based on Idaho Code § 61-642, even if the Commission had jurisdiction over this matter, the Commission lacks jurisdiction to grant the full extent of the relief sought in the Complaint.

4. As to the allegations contained in paragraph 4 of the Complaint, Qwest admits that it is a public utility and certified local exchange company. However, no certification is required to provide long distance services in Idaho. Qwest further admits that it owns and controls conduit in Idaho and elsewhere.

5. As to the allegations in paragraph 5 of the Complaint, Qwest affirmatively alleges that the AT&T entity legally authorized to occupy Qwest’s conduit in Idaho that is at issue in this matter is AT&T Corp. However, based upon the fact that AT&T Mountain States is a

⁹ The only pole-attachment-related rules that the Commission has adopted are two procedural rules relating to “cable pole disputes.” IDAPA 31.01.01.151-152. The Commission has adopted no substantive rules related pole attachments in general, or conduit in particular.

named party in this matter and based upon the implication in the Complaint that it, instead of AT&T Corp, occupies some, if not all, of the AT&T-occupied Qwest conduit in Idaho, Qwest lacks sufficient knowledge and information to admit or deny which of the AT&T entities is the owner of the communication facilities that occupy Qwest's conduit in Idaho.

6. As to the allegations in paragraph 6 of the Complaint, Qwest admits that it directly competes with both AT&T Corp and with AT&T Mountain States.

7. As to the allegations in paragraph 7 of the Complaint, Qwest admits that it is obligated to provide access to Qwest-owned conduit in Idaho under rates, terms and conditions that are just and reasonable. However, its obligation springs from a different source of authority as to AT&T Corp and AT&T Mountain States. AT&T Corp is entitled to such access pursuant to the terms of the 1988 Conduit License Agreement, and has continually been granted access by Qwest pursuant to orders placed by AT&T Corp for individual licenses (referred to in paragraph 8 of the Complaint) under that Conduit License Agreement. With respect to that Conduit License Agreement, and the individual licenses, Qwest affirmatively alleges that the rates, terms and conditions, all of which were voluntarily negotiated and adhered to by the parties for many years, are just and reasonable. As for AT&T Mountain States, it is entitled to access pursuant to Section 251 of the Act under the terms of its negotiated and arbitrated interconnection agreement with Qwest. In addition, AT&T Mountain States is also entitled to access pursuant to Qwest's Idaho SGAT or by opting into another CLEC's interconnection agreement pursuant to Section 252 of the Act. However, AT&T Mountain States has never placed an actual order with Qwest for access to Qwest-owned conduit in Idaho pursuant to its interconnection agreement or by accepting the terms of Qwest's Idaho SGAT. It now appears, however, that AT&T Mountain States may be utilizing the communication facilities that occupy Qwest's Idaho conduit pursuant to authorization provided by Qwest to AT&T Corp under the Conduit License Agreement and individual licenses described above that were negotiated between Qwest and AT&T Corp. To

the extent that AT&T Corp has assigned rights to occupy conduit to AT&T Mountain States pursuant to the license agreement, it has done so in direct violation of "Article 18 -- Assignment of Rights" of the license agreement:

Licensee shall not assign, transfer, or sublicense this Agreement or any license or any authorization granted under this Agreement and this Agreement shall not inure to the benefit of Licensor's successors or assigns, without the prior written consent Licensor. Licensor may withhold such consent it its sole discretion.

Qwest has no record of such consent ever having been requested by AT&T Corp.

8. As to the allegations in paragraph 8 of the Complaint, Qwest admits that at least one AT&T entity occupies Qwest-owned conduit in Idaho pursuant to the terms of the Conduit License Agreement and individual licenses executed thereto between Qwest and AT&T Corp. However, Qwest affirmatively alleges that no AT&T entity has requested occupancy under the terms of Qwest's interconnection agreement with AT&T Mountain States or pursuant to Qwest's Idaho SGAT. AT&T Corp is not certificated to provide local telecommunications services in Idaho. And, although it is certificated in Idaho, AT&T Mountain States has never placed an order for access to Qwest-owned conduit in Idaho pursuant to its interconnection agreement or adopted the terms and conditions of Qwest's Idaho SGAT. Accordingly, it has no legal right to occupy Qwest-owned conduit in Idaho. If AT&T Mountain States orders conduit pursuant to its interconnection agreement, it is entitled to the rates, terms and conditions found in Qwest's SGAT, or in its interconnection agreement with Qwest, only on a prospective basis.

9. Qwest denies the allegations contained in paragraph 9 of the Complaint. As stated above, AT&T Mountain States has never placed an order for access to Qwest-owned conduit in Idaho pursuant to the terms of its Idaho interconnection agreements with Qwest. Moreover, AT&T Corp is not certificated to provide local services in Idaho and has never entered into an interconnection agreement with Qwest, adopted the SGAT, or opted into another

interconnection agreement pursuant to Section 252 of the Act.

10. With regard to paragraph 10 of the Complaint, Qwest denies that it bills AT&T Mountain States for use of conduit in Idaho. Qwest admits that it currently bills AT&T Corp for the use of 138,607 feet of conduit in Idaho. Qwest does not know which AT&T entities actually occupy the conduit.

11. Qwest admits the allegations contained in paragraph 11 of the Complaint.

12. Qwest admits that the language quoted by the AT&T Idaho Claimants in paragraph 12 of the Complaint is an accurate quotation of language found in the Idaho interconnection agreement between Qwest and AT&T Mountain States that was approved by the Commission in 1998. However, Qwest and AT&T Mountain States have recently negotiated a new provision in their successor agreement. The terms and conditions for conduit were not disputed or arbitrated. Notably, the successor agreement includes language that expressly adopts the SGAT rates. (See section 10.8.3 of Exhibit 4 to the Complaint) Qwest affirmatively alleges that AT&T Mountain States has failed to exercise its rights with respect to Qwest-owned conduit in Idaho pursuant to the terms of the quoted provision of the 1998 interconnection agreement because AT&T Mountain has never placed an order with Qwest for access to conduit in Idaho pursuant to the terms of its interconnection agreement. To the extent the allegations of paragraph 12 suggest that AT&T Corp was a party to the 1998 interconnection agreement, Qwest denies the same.

13. As to the allegations in paragraph 13 of the Complaint, Qwest admits that its Idaho SGAT contains a conduit rental rate and that the SGAT is on file with the Commission. However, as set forth above, Qwest denies that its Idaho SGAT has any application to this docket.

14. The allegations in paragraph 14 of the Complaint set forth legal argument and conclusions to which no response is required. Nevertheless, Qwest affirmatively alleges that that its innerduct occupancy fee in the SGAT is based on FCC guidelines.

15. As to the allegations of paragraph 15 of the Complaint, Qwest admits that the language quoted by the AT&T Idaho Claimants in the first sentence of paragraph 15 of the Complaint is an accurate quotation of language found in the Idaho interconnection agreement between Qwest and AT&T Mountain States that was approved by the Commission in 2004. Qwest admits the allegations of the second sentence of paragraph 15. To the extent the allegations of paragraph 15 suggest that AT&T Corp is a party to the 2004 interconnection agreement, Qwest denies the same.

16. As to the allegations in paragraph 16 of the Complaint, Qwest admits that earlier this year it issued invoices to AT&T Corp pursuant to the terms and conditions of the Conduit License Agreement and individual licenses described above, and that the charges negotiated by the parties in the licenses and contained in those invoices ranged from \$2.75 to \$3.25 per foot, per year.

17. As to the allegations of the first two sentences of paragraph 17 of the Complaint, Qwest admits that its SGAT rate for innerduct occupancy is \$0.31 per foot, per year and that this rate is just and reasonable. However, AT&T Mountain States has never adopted the terms of Qwest's Idaho SGAT or ordered access to conduit from Qwest under its interconnection agreement or in accordance with those terms. AT&T Corp is not a CLEC in Idaho and is therefore not entitled to the SGAT rate.

18. As to the allegations contained paragraph 18 of the Complaint, Qwest admits that AT&T Corp has previously requested that Qwest renegotiate the conduit rental rates established by the parties in the Conduit License Agreement and individual licenses negotiated pursuant

thereto. Qwest admits that inquiries regarding this issue were raised by an AT&T entity as early as February 2000, but denies that negotiations commenced at that time. However, these agreements predate the 1996 Telecommunications Act and are not subject to section 224 of the Act.¹⁰ Qwest is not legally obligated to renegotiate the terms of those agreements. As for AT&T Mountain States, Qwest has entered interconnection agreements with it that entitle it to Qwest's SGAT rate for access to Qwest-owned conduit in Idaho pursuant to its interconnection agreement or Qwest's Idaho SGAT, but AT&T Mountain States has never placed an order for access to such conduit pursuant to its interconnection agreement or adopted the terms of Qwest Idaho SGAT. Within the past year AT&T Mountain States and Qwest negotiated a successor interconnection agreement. In that agreement the parties agreed to language that expressly adopts the SGAT rates for conduit access. Consequently, Qwest denies the allegation in paragraph 18 that suggests that Qwest has refused to agree that AT&T Mountain States could obtain conduit at the SGAT rate.

19. The allegations in paragraph 19 of the Complaint set forth legal argument and conclusions to which no response is required. To the extent any of these allegations may be construed as stating factual allegations, Qwest denies that any of the provisions of Idaho law cited by the AT&T Idaho Claimants require retroactive refunds of amounts billed and paid under valid and binding contracts between Qwest and AT&T Corp.

20. As to the allegations of paragraph 20 of the Complaint, Qwest admits that the rates under the license agreements are higher than the SGAT rates. The remainder of the allegations of paragraph 20 set forth legal argument and conclusions to which no response is required. To the extent any of these allegations may be construed as stating factual allegations, Qwest denies the same.

¹⁰ See 47 U.S.C. § 224(d)(3).

21. As to the allegations in paragraph 21 of the Complaint, Qwest admits that it competes with each of the AT&T Idaho Claimants, but denies that it has acted unjustly or unreasonably with respect to either of these two entities. Further, Qwest denies that it forced AT&T Mountain States to pay any rates above the Qwest Idaho SGAT rate on file with the Commission. Qwest affirmatively alleges that these SGAT rates for access to Qwest-owned conduit in Idaho have always been, and still are, available to AT&T Mountain States, yet AT&T Mountain States has failed to order such access pursuant to its interconnection agreement or by adopting the terms of Qwest's Idaho SGAT. The remainder of the allegations of paragraph 21 set forth legal argument and conclusions to which no response is required. To the extent any of these allegations may be construed as stating factual allegations, Qwest denies the same.

22. The allegations in paragraph 22 of the Complaint set forth legal argument and conclusions to which no response is required. To the extent any of these allegations may be construed as stating factual allegations, Qwest denies the same.

23. The allegations in paragraph 23 of the Complaint set forth legal argument and conclusions to which no response is required. To the extent any of these allegations may be construed as stating factual allegations, Qwest denies the same.

24. To the extent Qwest has not specifically admitted or denied factual allegations contained in paragraphs 1 through 23 of the Complaint, Qwest hereby denies those allegations.

AFFIRMATIVE DEFENSES

A. First Affirmative Defense

This Commission lacks jurisdiction over the matters set forth in the Complaint.

B. Second Affirmative Defense

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

C. Third Affirmative Defense

The Complaint is barred by the doctrine of laches.

D. Fourth Affirmative Defense

The Complaint is barred by the doctrine of retroactive ratemaking.

E. Fifth Affirmative Defense

The portion of the Complaint seeking a refund dating back to September 15, 1998 is barred by the application of Idaho Code § 61-642.

F. Sixth Affirmative Defense

Qwest reserves the right to assert any additional affirmative defenses or special defenses that may become known through discovery or further proceedings in this matter or as may be otherwise appropriate.

RELIEF REQUESTED

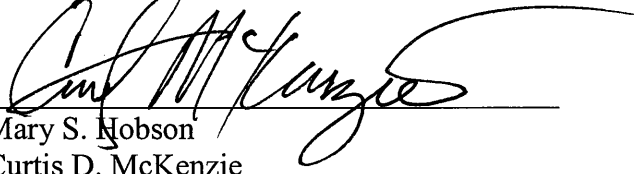
Based upon the foregoing answer and defenses, Qwest requests the following relief:

- A. On the basis of the foregoing, an order denying the AT&T Idaho Claimants' prayer for relief, including their request for attorneys' fees.
- B. An order dismissing the AT&T Idaho Claimants' Complaint with prejudice.
- C. Such other and further relief as may be within the Commission's jurisdiction and to which the Commission deems appropriate.

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RESPECTFULLY SUBMITTED this 31st day of August, 2004.

Qwest Corporation

A handwritten signature in black ink, appearing to read "Curtis D. McKenzie", is written over a horizontal line.

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