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May 14, 2007

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

RE: Docket No. QWE-T-06-17

Dear Ms. Jewell:

Enclosed for filing with this Commission are an original and seven (7) copies of **QWEST CORPORATION'S ANSWER** in the above referenced matter.

If you have any questions, please contact me. Thank you for your cooperation in this matter.

Very truly yours,


Mary S. Hobson

Enclosures

cc: Service List

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Attorneys for Qwest Corporation

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

<p>AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.,</p> <p>Complainant,</p> <p>v.</p> <p>QWEST CORPORATION,</p> <p>Respondent.</p>	<p>Case No. QWE-T-06-17</p>
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ANSWER

Qwest Corporation ("Qwest") answers the Amended Complaint of AT&T Communications of the Mountain States, Inc. ("AT&T") as follows:

INTRODUCTION

1. Qwest denies all allegations of the Amended Complaint not specifically admitted herein. Answering the Amended Complaint, Qwest admits that it was a party to agreements with AT&T, one of which is attached as Exhibit 1 to the Amended Complaint. The remainder of

Answer of Qwest Corporation

paragraph 1 of the Amended Complaint states a legal conclusion to which no response is required. Qwest states further that Qwest's agreement with AT&T speaks for itself. To the extent a response is deemed to be required, Qwest denies the remaining allegations contained in paragraph 1.

2. Qwest denies the characterization of the "Eschelon Agreement" described in paragraph 2 of the Amended Complaint and denies entering into any so-characterized "Eschelon Agreement." Qwest states further that Qwest's agreements with Eschelon speak for themselves. Qwest further denies that AT&T obtained telecommunications facilities and services from Qwest that were the same as, or comparable to, the telecommunications facilities and services that Qwest provided, or agreed to provide, to Eschelon during the timeframe in which its agreements with those carriers were in effect. Qwest denies all other allegations contained in paragraph 2 of the Amended Complaint.

3. Qwest denies the characterization of the "McLeod Agreement" described in paragraph 3 of the Amended Complaint and denies entering into any so-characterized "McLeod Agreement." Qwest states further that Qwest's agreements with McLeod speak for themselves. Qwest denies that AT&T obtained telecommunications facilities and services from Qwest that were the same as, or comparable to, the telecommunications facilities and services that Qwest provided, or agreed to provide, to McLeod during the timeframe in which its agreements with those carriers were in effect. Qwest denies all other allegations contained in paragraph 3 of the Amended Complaint.

4. Qwest hereby incorporates by reference its responses to paragraphs 2 and 3 to the Amended Complaint and denies the allegations contained in paragraph 4 of the Amended Complaint.

5. Qwest denies the allegations contained in paragraph 5 of the Amended Complaint.

6. Qwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Amended Complaint. To the extent a response is deemed to be required, Qwest denies the allegations contained in paragraph 6.

7. Qwest denies the allegations contained in paragraph 7 of the Amended Complaint.

8. Qwest denies the allegations contained in paragraph 8 of the Amended Complaint.

THE PARTIES

9. Qwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Amended Complaint. To the extent a response is deemed to be required, Qwest denies the allegations contained in paragraph 9.

10. Qwest admits the allegations contained in paragraph 10 of the Amended Complaint.

JURISDICTION AND VENUE

11. Paragraph 11 of the Amended Complaint states a legal conclusion to which no response is required. To the extent a response is deemed to be required, Qwest denies the allegations contained in paragraph 11.

COUNT I

Breach of Contract

12. Qwest restates and incorporates here by reference its responses to paragraphs 1 through 11 above.

13. Paragraph 13 of the Amended Complaint states legal conclusions to which no response is required. Qwest states further that Qwest's agreement with AT&T speaks for itself. To the extent a response is deemed to be required, Qwest denies the allegations contained in paragraph 13.

14. Paragraph 14 of the Amended Complaint states legal conclusions to which no response is required. To the extent a response is deemed to be required, Qwest denies the allegations contained in paragraph 14.

15. Qwest denies the allegations contained in paragraph 15 of the Amended Complaint.

WHEREFORE, Qwest denies that AT&T is entitled to judgment in any amount, costs or any other relief, and Qwest respectfully requests that the Commission enter an order dismissing AT&T's Amended Complaint, with prejudice, and award Qwest and any other relief to which this Commission finds that Qwest is entitled.

DEFENSES

First Defense

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

Second Defense

AT&T's claims are barred by the governing statute of limitations and the doctrine of laches.

Third Defense

AT&T's claims are preempted by federal law.

Fourth Defense

AT&T's claims are barred, in whole or in part, for failure to satisfy conditions precedent contained in the Telecommunications Act of 1996 and FCC regulations.

Fifth Defense

Qwest provides services in accordance with lawful catalogs and price lists, which are on file with the Idaho Public Utilities Commission, and in accordance with the interconnection agreements Qwest has entered with AT&T. Qwest is not and was not obligated to provide service contrary to the requirements and obligations set forth in the catalogs and price lists. .

Sixth Defense

AT&T's claims are barred by the operation of the filed rate doctrine.

Seventh Defense

AT&T's claims are barred by the statute of frauds.

Eighth Defense

AT&T's claims are barred because AT&T has waived, released and discharged pursuant to the parties' Bill Closure Agreement.

Ninth Defense

AT&T's claims are barred by accord and satisfaction as a result of the parties' Bill Closure Agreement.

Tenth Defense

AT&T's claims are barred by the doctrine of unclean hands.

Eleventh Defense

AT&T's claims are barred by the doctrines of waiver and estoppel.

Twelfth Defense

AT&T has suffered no legally cognizable harm or injury as a result of any conduct by Qwest.

Thirteenth Defense

Any recovery should be reduced to the extent that AT&T failed to mitigate any damages.

Fourteenth Defense

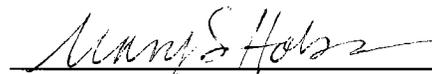
The Commission lacks the jurisdiction to grant the relief requested in the Amended Complaint.

Fifteenth Defense

Qwest reserves the right to assert additional affirmative defenses to the extent they become available.

DATED this 14th day of May, 2007.

Respectfully submitted,



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Attorney for Qwest Corporation

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing **ANSWER** was served on the
14th day of May, 2007 on the following individuals:

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Idaho Public Utilities Commission	<u> </u>	U. S. Mail
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Mary S. Hobson
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