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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, CHAIRMAN
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES

AZ CORP COMMISSION
DOCUMENT CONTROL

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UTILITIES DIVISION STAFF,

Docket No. T-03267A-03-0887

Complainant,

v.

ANSWER

McLEODUSA TELECOMMUNICATIONS
SERVICES, INC.,

Respondent.

McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") answers the Complaint in this docket as follows:

Jurisdiction

1. Answering Paragraph 1, A.R.S. §40-246, Article XV of the Arizona Constitution and Title 40 of the Arizona Revised Statutes speak for themselves.

Respondent

Arizona Corporation Commission

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MAY 20 2004

2. McLeodUSA admits the allegations of Paragraph 2.

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Background

3. McLeodUSA denies the allegations of Paragraph 3 and further states that: (i) assuming the "six confidential interconnection agreements" refers to the agreements identified in Paragraph 8

1 of the Complaint, the agreements speak for themselves; (ii) McLeodUSA has no knowledge about
2 the extent to which 10 percent discounts were extended to Qwest wholesale providers; (iii)
3 McLeodUSA agreed to keep confidential settlement agreements that it did not believe to be
4 interconnection agreements but left it up to Qwest to decide whether to file the non-settlement
5 agreements, as provided by Section 252(e) of the Telecommunications Act of 1996 (1996 Act) and
6 the FCC's First Report and Order, ¶ 1230; (iv) the 1996 Act, as interpreted by the FCC, speaks for
7 itself; (v) A.A.C. R14-2-1506 speaks for itself but not expressly mandate that the CLEC file an
8 interconnection agreement.

9
10 **Claims**

11 **Count One**

12
13 4. Answering Paragraph 4, McLeodUSA restates its responses to Paragraphs 1 through 3 as
14 if fully set forth herein.

15
16 5. Answering Paragraph 5, McLeodUSA states that the 1996 Act speaks for itself but the
17 FCC expressly ruled that Section 252 of the 1996 Act did not impose any obligations on utilities
18 other than incumbent LECs.

19
20 6. Answering Paragraph 6, McLeodUSA states that A.A.C. R14-2-1507 speaks for itself
21 and expressly provides that interconnection agreements shall be submitted under Section 252(e).
22 Section 252(e) did not impose any obligations on utilities other than incumbent LECs.

23
24 7. Answering Paragraph 7, McLeodUSA states that A.A.C. R14-2-1506 speaks for itself.
25 Moreover, because Section 252(e) did not impose any obligations on utilities other than incumbent
26 LECs, it does not mandate that a CLEC must file its interconnection agreements with ILECs.

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Affirmative Defenses

McLeodUSA asserts the following affirmative defenses to the Complaint:

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

Dated this 20th day of May, 2004.

MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

By 

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