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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION  
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JEFF HATCH-MILLER  
Chairman  
WILLIAM MUNDELL  
Commissioner  
MARC SPITZER  
Commissioner  
MIKE GLEASON  
Commissioner  
KRISTIN MAYES  
Commissioner

IN THE MATTER OF THE FORMAL  
COMPLAINT AND REQUEST FOR  
DECLARATORY JUDGMENT OF  
PAC-WEST TELECOMM, INC.  
AGAINST QWEST CORPORATION

DOCKET NO. T-03693A-05-0875  
T-01051B-05-0875

ANSWER TO PAC-WEST  
TELECOMM'S FORMAL  
COMPLAINT FOR  
DECLARATORY JUDGMENT

Pursuant to A.A.C. R14-3-101 *et seq.*, Qwest Corporation ("Qwest") hereby responds to the Formal Complaint for Declaratory Judgment ("Complaint") filed by Pac-West Telecomm ("Pac-West"). Qwest responds as follows:

1. Qwest is a public service corporation qualified to do and is doing business in Arizona. Qwest is an incumbent local exchange company providing local exchange and other telecommunication services throughout Arizona.

2. Qwest denies each and every allegation affirmatively alleged in Pac-West's Complaint not expressly admitted herein.

3. Qwest acknowledges that Pac-West and Qwest are parties to the Local Interconnection Agreement between Qwest and Pac-West Telecomm, Inc. ("Interconnection Agreement") dated September 30, 1999, which was approved by the Arizona Corporation Commission ("Commission") in Decision No. 62137 on December 14, 1999.

4. Qwest admits that the Interconnection Agreement, as amended, governs the parties' respective interconnection and payment obligations. Further, Qwest admits that a dispute has arisen between Qwest and Pac-West regarding their respective payment obligations under the Interconnection Agreement.

1           5.       Qwest admits that Section 27 of the Interconnection Agreement provides a  
2 “Dispute Resolution” procedure, but denies that Pac-West has followed such procedure so  
3 that this Complaint is properly before the Commission. Nonetheless, during the  
4 December 14, 2005 procedural conference in this matter, Qwest committed to moving  
5 forward in this venue to resolve the current dispute between Qwest and Pac-West.

6           6.       Qwest denies the allegation that it is obliged to pay for direct trunk transport  
7 (“DTT”) facilities less than twenty miles in length, on Qwest’s side of the Point of  
8 Interconnection, pursuant to the Interconnection Agreement as currently amended.

9           7.       Qwest admits that Pac-West and Qwest entered into *Amendment No. 1 to the*  
10 *Interconnection Agreement* on September 11, 2000 (“InterLCA Amendment”) for the  
11 purpose of allowing Pac-West to obtain interconnection facilities as described in that  
12 amendment from Qwest.

13           8.       Qwest denies the allegation that Section 1.3 of Attachment 1 to the  
14 InterLCA Amendment is applicable in the current dispute, or that the disputed charges are  
15 governed by the InterLCA Amendment.

16           9.       Qwest denies the allegation that Section 1.5 of Attachment 1 to the  
17 InterLCA Amendment is applicable to the current dispute, or that Qwest is required to  
18 reduce rates for the first twenty (20) miles of any InterLCA facility based on relative use  
19 factors (“RUF”).

20           10.      Qwest admits that Pac-West and Qwest entered into *Amendment No. 2 to the*  
21 *Interconnection Agreement* on January 12, 2001 (“SPOP Amendment”) for the purpose of  
22 establishing one point of presence in a LATA, and to order facilities to cross local calling  
23 areas.

24           11.      Qwest denies the allegation that the InterLCA Amendment and SPOP  
25 Amendment are mutually inclusive, or that nothing in the SPOP Amendment replaced or  
26 otherwise modified the parties’ obligation concerning LIS facilities. The InterLCA  
27 Amendment, which does not contain RUF provisions, is not applicable to the current  
28 dispute.



1 the other applicable facilities discussed in the SPOP Amendment. Therefore, the pricing  
2 contained in the InterLCA Amendment is not applicable.

3 19. Qwest denies the allegation that it is in breach of the Interconnection  
4 Agreement, as currently amended. Qwest has no obligation to reduce disputed charges for  
5 interconnection facilities since the Interconnection Agreement does not incorporate RUF  
6 obligations on Qwest other than for InterLCA facilities purchased pursuant to the  
7 InterLCA Amendment.

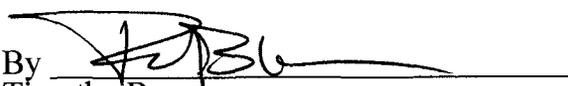
8 20. The Commission should reject the request for a declaratory order requiring  
9 Qwest to reimburse prior payments made by Pac-West pursuant to the Interconnection  
10 Agreement. Rather, the Commission should require Pac-West to remit all outstanding  
11 monies owed to Qwest pursuant to the Interconnection Agreement, as currently amended.

12 RESPECTFULLY SUBMITTED this 10<sup>th</sup> day of January, 2006.

13 Norman Curtright  
14 QWEST CORPORATION  
15 4041 N. Central Avenue  
16 Phoenix, AZ 85012  
17 (602) 630-2187

18 -and-

19 FENNEMORE CRAIG, P.C.

20 By   
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22 Theresa Dwyer  
23 Patrick J. Black  
24 3003 N. Central Ave, Suite 2600  
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26 (602) 916-5421

27 Attorneys for Qwest Corporation

28 ORIGINAL and 13 copies hand-delivered for  
filing this 10<sup>th</sup> day of January, 2006, to:

Docket Control  
ARIZONA CORPORATION COMMISSION  
1200 West Washington  
Phoenix, Arizona 85007

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COPY of the foregoing hand-delivered  
this 10<sup>th</sup> day of January, 2006 to:

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