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BEFORE THE ARIZONA CORPORATION COMMISSION

GARY PIERCE
Chairman
BOB STUMP
Commissioner
SANDRA D. KENNEDY
Commissioner
PAUL NEWMAN
Commissioner
BRENDA BURNS
Commissioner

2011 SEP 26 P 4: 34
AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED
SEP 25 2011

DOCKETED BY

IN THE MATTER OF:

**GEORGE BIEN-WILLNER, for GLENDALE &
27TH INVESTMENTS, LLC,**

COMPLAINANT,

v.

QWEST CORPORATION,

RESPONDENT.

DOCKET NO. T-01051B-10-0200

**ANSWER OF QWEST
CORPORATION TO AMENDED
COMPLAINT**

Qwest Corporation d/b/a CenturyLink-QC ("Qwest"), in its answer to the allegations of the Amended Complaint on file herein, affirms, denies, and alleges as follows:

1. Answering the allegations of Paragraph 1 of the Amended Complaint, Qwest is without knowledge or information sufficient to form a belief as to the truth of the averments made.

2. Answering the allegations of Paragraph 2 of the Amended Complaint, Qwest affirms that it is a public service corporation providing telephone and other services in Arizona.

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2 3. Answering the allegations of Paragraph 3 of the Amended Complaint, Qwest
3 denies all allegations. Specifically and without limitation, Qwest denies that it provided an 800
4 service line or any service not ordered or requested, and denies that any amount of refund was
5 given because of improper billing associated with an 800 service line. Qwest affirmatively states
6 that it provided an \$810 credit for six months' recurring charges for toll trunks billed under
7 account number 602-275-4990, as a goodwill gesture and not as an admission of liability.

8 4. Answering the allegations of Paragraph 4, Qwest affirms in part based on its
9 knowledge of the facts surrounding the claim, but is without knowledge or information sufficient
10 to form a belief as to the truth of the averments made regarding the physical description of the
11 Hotel.

12 5. Answering the allegations of Paragraph 5, Qwest affirms based on its knowledge
13 of the facts surrounding the claim.

14 6. Answering the allegations of Paragraph 6, Qwest is without knowledge or
15 information sufficient to form a belief as to the truth of the averments made.

16 7. Answering the allegations of Paragraph 7, Qwest denies all allegations.

17 8. Answering the allegations of Paragraph 8, Qwest denies threatening to disconnect
18 service to the Hotel as a result of billing questions and issues raised by Complainant. Qwest
19 affirms that it made minor billing errors for accounts unrelated to account 602-275-4990, and
20 issued correcting credits accordingly. Qwest states that it has not discovered, made, or admitted
21 to making billing errors associated with services provided on account number 602-275-4990, and
22 except for giving the Complainant a credit in the amount of \$810.89 for six month's billing for
23 the toll trunks on that account as a gesture of goodwill, Qwest has not provided any credits
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1 thereon and states that none are owed. Qwest denies the remaining allegations in Paragraph 8,
2 including but not limited to the characterization of unrelated refunds as multiple and substantial
3 or as having been forced.

4 9. Answering the allegations of Paragraph 9, Qwest is without knowledge or
5 information sufficient to form a belief as to the truth of the averments made.

6 10. Answering the allegations of Paragraph 10, Qwest denies that it billed the Hotel
7 for an 800 number and denies that it billed for services "unbeknownst" to Complainant. Qwest
8 is without knowledge or information sufficient to form a belief as to the truth of the other
9 averments made in Paragraph 10.

10 11. Answering the allegations of Paragraph 11, Qwest states that it did not provide
11 800 number service to the Hotel associated with account 602-275-4990, and did not charge the
12 Complainant for 800 number service on that account. Qwest is without knowledge or
13 information sufficient to form a belief as to the truth of the averment that the Complainant has
14 not used any 800 numbers. Qwest is without knowledge or information sufficient to form a
15 belief as to the truth of the other averments made.

16 12. Answering the allegations of Paragraph 12, Qwest states that Complainant asked
17 on December 23, 2009, to discontinue service on account number 602-275-4990. Qwest denies
18 the other averments in Paragraph 12.

19 13. Answering the allegations of Paragraph 13, Qwest states that as a gesture of
20 goodwill and not as an admission of liability it issued a credit of the monthly recurring charges
21 for toll trunks on account number 602-275-4990, back to July 2009, totaling \$810.89. Qwest
22 denies the other averments made.

23 14. Answering the allegations of Paragraph 14, Qwest admits that the Complainant
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1 filed a Formal Complaint with the Arizona Corporation Commission on May 17, 2010, which
2 was docketed as Docket No. T-01051B-10-0200. Qwest denies the other averments in
3 Paragraph 14.

4 15. Answering III. Claims Alleged and Violations of Law, Rules and Regulations,
5 Paragraphs 15-19, Qwest denies all allegations. As the Complainant admits, the Complainant
6 affirmatively took over responsibility for account number 602-275-4990 as the responsible party.
7 The account complained of was billed on a stand-alone basis by Qwest. The account was paid
8 current until December, 2009. The Complainant never complained about the charges on account
9 number 602-275-4990 before December, 2009. The services billed by that account consisted of
10 an additional business local line and outbound toll trunks. When used in conjunction with long
11 distance service purchased separately from an interexchange carrier (that often is unaffiliated
12 with Qwest), the outbound toll trunks connect callers at the hotel to long distance calling
13 capability. The toll trunks are not an "800 line." Qwest was not selected to provide interLATA
14 long distance service accessed by the toll trunks that were billed under account 602-275-4990,
15 and has no duty to assure that the customer is using long distance service in connection with toll
16 trunks. Qwest provided the toll trunks, billed the charges correctly, and is entitled to retain
17 payment.

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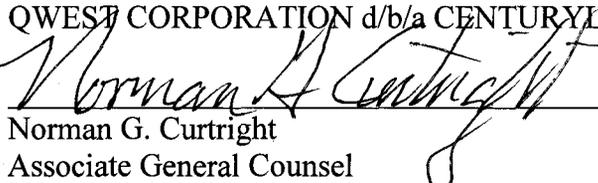
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WHEREFORE, Qwest prays that the Complainant take nothing and the Commission decide against Complainant.

RESPECTFULLY SUBMITTED, this 26th day of September, 2011.

QWEST CORPORATION d/b/a CENTURYLINK

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Telephone: (602) 630-2187

ORIGINAL and thirteen (13) copies filed this 26th day of September, 2011, with:

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

Copy of the foregoing sent via e-mail and U.S. Mail this 26th day of September, 2011, to:

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