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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



February 13, 2006

*Via E-mail and
Overnight Mail*

Ms. Carole J. Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

Re: Docket No. UT-060147 – Lummi Nation v. Verizon and Qwest
Qwest's Answer to Complaint

Dear Ms. Washburn:

Enclosed are the original and 12 copies of Qwest Corporation's Answer and Affirmative Defenses to Complaint. The electronic copy is being provided by e-mail.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Lisa A. Anderl', written in black ink.

Lisa A. Anderl

LAA/llw

cc: All parties of record (*via e-mail and U.S. Mail*)

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Complaint of:

THE LUMMI NATION,

Complainant,

v.

VERIZON NORTHWEST and QWEST
CORPORATION,

Respondents.

Docket No. UT-060147

QWEST CORPORATION'S ANSWER
AND AFFIRMATIVE DEFENSES TO
COMPLAINT

1 Pursuant to RCW 80.04.110 and WAC 480-07-370(c), Qwest Corporation ("Qwest") answers
the complaint of The Lummi Nation ("Lummi") in this matter as follows. Qwest denies all
allegations of the complaint not expressly admitted herein.

I. PARTIES

2 Answering paragraph 1.1 of the Complaint, Qwest is without sufficient knowledge or
information to form a belief as to the truth and accuracy of the information contained therein
and therefore denies the same.

3 Answering paragraph 1.2 of the Complaint, Qwest admits the same.

II. RULES/STATUTES AT ISSUE

- 4 Answering paragraph 2.1, Qwest states that the cited provisions of law speak for themselves and denies that this complaint states grounds for relief against Qwest under those or other provisions of the law.
- 5 Answering paragraph 2.2-2.8, these paragraphs contain only legal conclusions and therefore require no answer by Qwest. Qwest specifically denies that it is liable for “joint costs” or penalties or any other monetary damages or other remuneration claimed in these provisions.

III. STATEMENT OF FACTS

- 6 Answering paragraph 3.1, Qwest is without sufficient knowledge to admit or deny the allegations contained in this paragraph and therefore denies the same.
- 7 Answering paragraph 3.2, Qwest is without sufficient knowledge to admit or deny the allegations contained in this paragraph and therefore denies the same.
- 8 Answering paragraph 3.4, Qwest states that its provision of foreign exchange service, and the appropriate definition thereof, is defined in Qwest’s pricelists or tariffs, and Qwest denies any allegations in this paragraph inconsistent with those definitions.
- 9 Answering paragraph 3.5, Qwest states that its provision of foreign exchange service, and the definition thereof, is defined in Qwest’s pricelists or tariffs, and Qwest denies any allegations in this paragraph inconsistent with those definitions.
- 10 Answering paragraph 3.6, Qwest is without sufficient knowledge to admit or deny the allegations contained in this paragraph and therefore denies the same.
- 11 Answering paragraph 3.7, said paragraph does not contain factual allegations requiring a

response from Qwest.

12 Answering paragraph 3.8, said paragraph does not contain factual allegations requiring a response from Qwest.

13 Answering paragraph 3.9, said paragraph does not contain factual allegations requiring a response from Qwest.

14 Answering paragraph 3.10, Qwest states that it does not retain records for the 1995 time period, and was not, by Lummi's own admissions, billing Lummi for any foreign exchange service.

15 Answering paragraph 3.11, said paragraph does not contain factual allegations requiring a response from Qwest.

16 Answering paragraph 3.12, Qwest denies the allegations contained in this paragraph.

17 Answering paragraph 3.13, Qwest denies the allegations contained in this paragraph.

18 Answering paragraph 3.14, Qwest admits the allegations contained in this paragraph.

19 Answering paragraphs 3.15 through 3.25, said paragraphs do not contain factual allegations requiring a response from Qwest.

20 Answering paragraph 3.26, Qwest denies the allegations contained in this paragraph.

21 Answering paragraph 3.27, said paragraph does not contain factual allegations requiring a response from Qwest.

22 Answering paragraph 3.28, said paragraph does not contain factual allegations requiring a response from Qwest.

- 23 Answering paragraph 3.29, Qwest admits the allegations contained therein.
- 24 Answering paragraph 3.30, Qwest denies that it failed to respond to Commission requests for information, and states that it responded fully with information, or stated that information was not available.
- 25 Answering paragraph 3.31, Qwest denies the allegations contained in this paragraph.
- 26 Answering paragraphs 3.32 and 3.33, said paragraphs contain legal conclusions and/or factual allegations which do not require a response from Qwest.
- 27 Answering paragraph 3.34, Qwest denies the allegations contained in this paragraph.
- 28 Answering paragraphs 3.35 through 3.39, said paragraphs contain legal conclusions and/or factual allegations which do not require a response from Qwest.
- 29 Answering paragraph 3.40, Qwest denies the allegations contained in this paragraph.
- 30 Answering paragraph 3.41, Qwest denies the allegations contained in this paragraph.

IV. QWEST'S AFFIRMATIVE DEFENSES

- 31 1) The complaint fails to state a claim as to Qwest upon which relief can be granted.
- 32 2) Complainants' claims are barred by the statute of limitations.
- 33 3) Complainants' claims are barred by the doctrines of estoppel and/or res judicata.
- 34 4) Some or all of complainants' claims are barred for lack of jurisdiction.
- 35 5) At all relevant times, Qwest acted in conformance with its tariffs, applicable Commission Orders, and state and federal law.

V. REQUEST FOR RELIEF

36 WHEREFORE, having fully answered the complaint, Qwest requests that the complaint be dismissed with prejudice as to Qwest; that complainants take nothing by their complaint; and that Qwest be awarded such further relief as the Commission may deem proper.

DATED this 14th day of February, 2006.

QWEST



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