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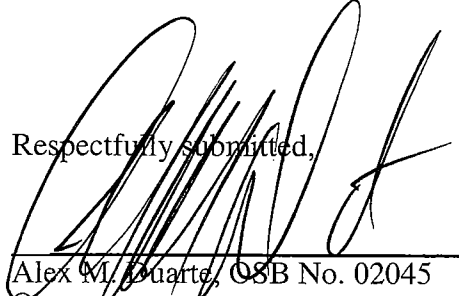
1 Like a tariff, any attempt to enforce rates contained in an unfiled agreement that conflicts  
2 with the rates contained in a filed interconnection agreement would violate the filed rate doctrine.  
3 *See Goldwasser v. Ameritech Corp.*, 222 F.3d 390, 402 (7th Cir. 2000) (holding that the filed rate  
4 doctrine barred a claim for damages where the filed rates in question were those in filed  
5 interconnection agreements approved under Section 252). To grant the relief that Plaintiffs seek,  
6 the Court would have to disregard both state and federal precedent, which has continually  
7 enforced the filed rate doctrine. *See e.g., Id.* (holding that the filed rate doctrine barred a claim  
8 for damages where the filed rates in question were those in filed interconnection agreements  
9 approved under Section 252); *Util. Reform Project, supra*; *Covad Commc'ns Co., supra*.  
10 Because the filed rate doctrine applies, Plaintiffs' claims are precluded.

11 **CONCLUSION**

12 For the foregoing reasons, Qwest respectfully submits that the Court should grant Qwest's  
13 motion to dismiss and thus dismiss the Complaint in its entirety with prejudice.

14 Dated this 17th day of August 2006

15  
16 Respectfully submitted,

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**CERTIFICATE OF SERVICE**

**Case No. 0607-07247**

I hereby certify that on the 17<sup>th</sup> day of August, 2006, I served the foregoing **QWEST CORPORATION'S MOTION TO DISMISS AND MEMORANDUM IN SUPPORT OF MOTION TO DISMISS and MOTION PRAECIPE** in the above entitled docket on the following persons via Hand Delivery, addressed to them at their regular office address shown below.

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DATED this 17<sup>th</sup> day of August, 2006.

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