

C R O W L E Y F L E C K PLLP

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RECEIVED

May 15, 2009

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Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

PUBLIC SERVICE COMMISSION

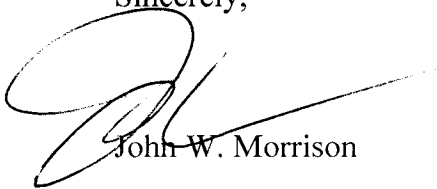
Re: Polar Communications Mutual Aid Corp. v. Qwest Corporation and
Information Technology Department, an agency of the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing are the original and seven copies of the following in the above-referenced matter:

1. Qwest Corporation's Answer;
2. Motion for Admission Pro Hac Vice;
3. Affidavit of Jason Topp;
4. Affidavit of Service.

Sincerely,



John W. Morrison

Encs.

cc: Steven E. Noack
Kari Reichert
Douglas A. Bahr

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Answer to Complaint

Qwest Corporation

John Morrison, Attorney for Qwest

BEFORE THE NORTH DAKOTA PUBLIC SERVICE COMMISSION

**Polar Communications Mutual Aid
Corp.,**

Case No. PU-09-111

Complainant,

**QWEST CORPORATION'S
ANSWER**

v.

**Qwest Corporation and Information
Technology Department, an Agency of
the State of North Dakota,**

Respondents.

Qwest Corporation ("Qwest"), for its answer to Polar Communications Mutual Aid Corp.'s ("Polar") Complaint, states that it denies all allegations unless specifically admitted herein. With respect to the specific allegations, Qwest responds as follows:

QWEST'S RESPONSE TO FACT ALLEGATIONS

1. Qwest admits the allegations contained in paragraph 1 of the Complaint.
2. Qwest admits the allegations contained in paragraph 2 of the Complaint.
3. Qwest admits the allegations contained in paragraph 3 of the Complaint.
4. Qwest admits the allegations contained in paragraph 4 of the Complaint.
5. Qwest denies the allegations contained in paragraph 5 of the Complaint

except it admits that the costs of the EAS facilities are spread over the rates paid by all subscribers in the involved exchanges, and become part of the subscribers' monthly flat rate local telephone service fee.

6. Qwest admits the allegations contained in paragraph 6 of the Complaint.
7. Qwest admits the allegations contained in paragraph 7 of the Complaint.

8. Qwest admits the allegations contained in paragraph 8 of the Complaint.

9. Answering paragraph 9, Qwest admits that Qwest and Polar have entered into written EAS agreements in the time frames alleged. Polar and Qwest have exchanged proposals for more updated agreements but have never reached agreement.

10. Qwest denies the allegations in paragraph 10.

11. Answering paragraph 11, Qwest alleges that the EAS arrangements permit the exchange of the traffic at issue over EAS trunks. Qwest denies that it is using EAS trunks for the “dumping of otherwise billable access traffic onto Polar’s network” and denies the remaining allegations of the paragraph.

12. Qwest denies the allegations contained in paragraph 12 of the Complaint.

13. Qwest denies the allegations contained in paragraph 13 of the Complaint.

14. Answering paragraph 14, Qwest denies that its arrangement with other customers is relevant to the Complaint other than PBX arrangements similar to that at issue here commonly exist in North Dakota as well as throughout the United States.

15. Paragraph 15 of the Complaint relates to the network of the State of North Dakota. Qwest has some knowledge of the State’s facilities, but the State is the best source for such information. Accordingly, Qwest is without sufficient information to admit or deny these allegations and therefore denies them.

16. Paragraph 16 of the Complaint relates to the network of the State of North Dakota. Qwest has some knowledge of the State’s facilities, but the State is the best source for such information. Accordingly, Qwest is without sufficient information to admit or deny these allegations and therefore denies them.

17. Paragraph 17 of the Complaint relates to the network of the State of North Dakota. Qwest has some knowledge of the State's facilities, but the State is the best source for such information. Accordingly, Qwest is without sufficient information to admit or deny these allegations and therefore denies them.

18. Qwest denies the allegations in paragraph 18 on information and belief.

19. Qwest denies the allegations contained in paragraph 19 on information and belief.

20. Qwest denies the allegations contained in paragraph 20 of the Complaint.

21. Qwest denies the allegations contained in paragraph 21 of the Complaint.

Polar is part owner of Dakota Carrier Network (DCN) that either carries or is contracted to carry much of the state's traffic.

22. Qwest denies the allegations contained in paragraph 22 of the Complaint.

Qwest and Polar have exchanged proposals for new EAS terms and have discussed their respective positions related to this traffic.

23. Qwest is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and therefore denies the allegations contained in paragraph 23.

24. Qwest denies the allegations contained in paragraph 24 of the Complaint to the extent they pertain to Qwest. In particular, Qwest denies that it has received compensation of the type referenced in this paragraph of the Complaint.

25. Qwest denies the allegations contained in paragraph 25 of the Complaint.

26. Qwest denies the allegations contained in paragraph 26 of the Complaint.

27. Qwest denies the allegations contained in paragraph 27 of the Complaint.

AFFIRMATIVE DEFENSES


1. The Complaint fails to allege a claim for which relief can be granted.
2. The Complaint fails to identify a basis upon which the North Dakota Public Service Commission has subject matter jurisdiction over allegations in this Complaint or the relief sought by Polar. Qwest alleges that the Commission does not have subject matter jurisdiction under N.D.C.C. 49-21-01.7.

WHEREFORE, Qwest requests the North Dakota Public Service Commission to issue an order:

1. Denying Polar's requested relief;
2. Dismissing the Complaint with prejudice; and
3. Providing any other lawful relief that is just and reasonable.

Dated this 15th day of May, 2009.

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Attorneys for Qwest Corporation

Subscribed and sworn to before me this 15th day of May, 2009.

Beth Wald
Notary Public

