

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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02-18-11
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LEVEL 3 COMMUNICATIONS, LLC
(U- 5941-C)

Complainant,

v.

PACIFIC BELL TELEPHONE
COMPANY, d/b/a AT&T CALIFORNIA
(U-1001-C),

Defendant

Case No. 10-12-018
(Filed December 29, 2010)

**AT&T CALIFORNIA'S (U 1001 C) ANSWER TO
COMPLAINT OF LEVEL 3 COMMUNICATIONS, LLC**

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February 18, 2011

Pacific Bell Telephone Company, d/b/a AT&T California (“AT&T California”) respectfully submits this Answer to the Complaint of Level 3 Communications, LLC (“Level 3”).

INTRODUCTION

Level 3 seeks to bring a complaint regarding the rates AT&T California charges it to cross-connect to another CLEC in an AT&T California central office. Level 3 alleges violations of the parties’ interconnection agreement (“ICA”) and of 47 U.S.C. § 251(c)(6). These claims fail, as AT&T California will show in this case. Among other things, the filed tariff doctrine bars both claims, the ICA claim is inconsistent with the language and requirements of the ICA, and the statutory claim is not a cognizable cause of action. For these and other reasons, the Commission should ultimately find for AT&T California and require Level 3 to pay the full amount it has been withholding based on its unfounded legal theories.

PARTIES AND JURISDICTION

1. Complainant Level 3 is a limited liability company organized under the laws of the state of Delaware with its principal place of business in Broomfield, Colorado. Level 3 is qualified to do business in California and is a telecommunications carrier which is authorized to provide telecommunications services in California.

Response: Admitted on information and belief.

2. Correspondence and communications, including all notices and pleadings, concerning this Complaint should be addressed to:

Richard H. Levin Attorney at Law 130 South Main St., Suite 202 P.O. Box 240 Sebastopol, California 95473-0240 Tel.: 707.824.0440 Fax: 707.788.3507 Email: rl@comrl.com	Richard Thayer Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, Colorado 80021 Tel.: 720.888.2620 Fax: 720.888.5134 Email: rick.thayer@level3.com
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Response: Admitted. AT&T California further responds that all pleadings, correspondence, notices and other communications concerning this complaint should be sent to AT&T California at the following addresses:

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3. Defendant AT&T is a company qualified to do business in California and is authorized to provide telecommunications services in this state. AT&T is an incumbent local exchange carrier (“ILEC”) as that term is defined in the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“Act”), specifically in 47 U.S.C. § 251(h).

Response: Admitted.

4. The Commission has jurisdiction over this Complaint pursuant to California Public Utilities Code Sections 453, 532, 701, 1702 and Sections 201, 251, and 252 of the Act. Sections 701 and 1702, *inter alia*, of the California Public Utilities Code provide the Commission with the authority to supervise and regulate public utilities, including the authority to supervise and regulate public utilities, including the authority to enforce interconnection agreements approved by the Commission pursuant to the Act. In addition, the Federal Communications Commission (“FCC”) has specifically held that the type of cross-connection dispute at issue here, like other interconnection disputes, will be addressed in the first instance at the state level.¹

Response: Admitted in part and denied in part. AT&T California admits that the Commission has jurisdiction over the claim for alleged breach of the parties’ interconnection agreement, but denies that the Commission has jurisdiction over the claim for an alleged stand-alone violation of the 1996 Act. AT&T California further denies that the Commission has jurisdiction under Sections 201 and 251 of the Act. The final sentence is a legal conclusion to which no response is required.

BACKGROUND

5. Level 3 entered into an interconnection agreement with AT&T, which the Commission approved on April 21, 2005, and which has subsequently been amended and modified (the “ICA”). A true and correct copy of the relevant portions of the ICA is attached to this Complaint as Exhibit A.

Response: Admitted as to the first sentence. As to the second sentence, a full copy of the ICA is on file with the Commission and speaks for itself.

¹ *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 10-204, *Fourth Report and Order*, 16 FCC Rcd 15435 at ¶ 84 (“Collocation Cross-Connect Order”).

6. Level 3 has obtained and continues to maintain physical collocation in several AT&T wire centers in California pursuant to Level 3's approved ICA with AT&T. Level 3 used this collocation to place equipment enabling Level 3 to interconnect with AT&T and to access unbundled network elements ("UNEs").

Response: AT&T California admits that Level 3 has obtained physical collocation from AT&T California. As to Level 3's use of its collocations, AT&T California lacks information sufficient to form a belief as to the truth of Level 3's allegations and therefore denies same.

7. Level 3 obtains cabling from AT&T that originates on Level 3's collocated equipment and terminates on an AT&T Main Distribution Frame ("MDF") and/or Intermediate Distribution Frame ("IDF"). AT&T also terminates UNEs and interconnection facilities on those frames, and Level 3 accesses these facilities via a jumper cable or cross-connect between the Level 3 and AT&T termination points on the frames.

Response: Admitted.

8. Other competitive local exchange carriers ("CLECs") also collocate in AT&T wire centers and have established cabling between their collocated equipment and the AT&T MDF. Level 3 often seeks to interconnect with these other CLECs within an AT&T wire center, to exchange traffic or to obtain and/or provide access to competitive transport facilities. Where the exchanged traffic volumes or the amount of facilities accessed are sufficiently large, Level 3 and another CLEC may establish direct cabling between their collocation spaces. In most instances, however, the CLECs need only interconnection at the individual circuit level. In this case, Level 3 requests that AT&T provide a jumper cable or

cross-connect between one of Level 3's terminations on the MDF and the other CLEC's termination *on the same frame*.

Response: AT&T California admits that “[o]ther competitive local carriers (CLECs’) also collocate in AT&T wire centers and have established cabling between their collocated equipment and the AT&T MDF.” AT&T California denies all remaining allegations in this paragraph on the ground that it lacks information sufficient to form a belief as to the truth of the allegations concerning the reasons why Level 3 may choose to interconnect with other CLECs within an AT&T California wire center, concerning the circumstances under which Level 3 and another CLEC might establish direct cabling between their collocation spaces, and concerning whether other CLECs “need only interconnection at the individual circuit level” and whether it is in those cases that “Level 3 requests that AT&T provide a jumper or cross-connect between one of Level 3’s terminations on the MDF and the other CLEC’s termination on the same frame.” AT&T California avers that the facilities needed to connect Level 3’s collocated equipment with the collocated equipment of another carrier consist (at a minimum) of three components: Transport and two cross connects.

9. Initially, Level 3 ordered CLEC Cross-Connects on the MDF via special access tariffs. AT&T provisioned these facilities out of its access tariff at non-cost based rates. For example, the tariffed rate that AT&T is charging Level 3 for a DS3 CLEC Cross-Connect is as high as \$723.96 per month.² Level 3 realized that AT&T’s provisioning of these CLEC Cross-Connects as tariffed services was improper, and on November 30, 2009, inquired of AT&T why Level was not billed from the rates in the approved ICA. AT&T did not respond to this inquiry.

² The tariffed CLEC Cross-Connect rate consists of two (2) termination elements and a “0 mile” transport element. By far the largest portion of the rate (approximately \$600) is for the “0 mile” transport element.

Response: As to the first three sentences, AT&T California admits that Level 3 ordered CLEC-to-CLEC cross-connections pursuant to tariffs and they were provisioned under tariff, and denies that its tariff charges are “non-cost based.”³ As to the fourth sentence, AT&T California denies the allegation that it was improper to provision the “CLEC Cross-Connects as tariffed services.” As to the fifth sentence, AT&T California denies that it has not responded to Level 3’s inquiries.

10. AT&T has not been willing to provide the requested CLEC Cross-Connects as EISCCs under the ICA in wire centers that the Commission has determined are not impaired for interoffice transport under the criteria established by the FCC in its Triennial Review Remand Order (“TRRO”).⁴ AT&T instead bills Level 3 for these facilities at the rates in AT&T’s interstate access tariff, which rates are substantially higher than the total element long-run incremental cost (“TELRIC”) based rates for EISCCs established by the Commission and incorporated into the ICA. AT&T claims that the fixed mileage charge included in the tariffed rate should be charged notwithstanding the fact that no mileage was involved.

Response: As to the first and third sentences, AT&T California admits that it has not provided CLEC-to-CLEC cross-connections to Level 3 under the ICA and has billed Level 3 for cross-connections at the tariffed rate. As to the second sentence, AT&T California states that (i) Level 3 placed its orders under the tariff and therefore was properly billed under the tariff; (ii) AT&T California’s tariffed rates for the services Level 3 ordered are not TELRIC-based; and (iii) the ICA is the best evidence of its contents; AT&T California otherwise denies the

³ AT&T California does not agree with Level 3’s use of the term “CLEC Cross Connects” throughout its Complaint. AT&T California’s services are defined in its tariffs and (when applicable) ICAs.

⁴ *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 04-290, *Order on Remand*, 20 FCC Rcd 2533 (2005) (“Triennial Review Remand Order”), *aff’d*, *Covad Comm. Co. v. FCC*, 450 F.3d 528 (DC Cir. 2006).

allegations of this sentence. AT&T California contends that the fixed mileage charge applies to the cross-connects at issue.

11. On or about September 7, 2010, Level 3 began paying AT&T only the amounts it believed at that time were properly due for the CLEC Cross-Connects and withholding payments of the additional amounts charged by AT&T. As of that date, the amount Level 3 has withheld from payment totals approximately \$513,014.43. In addition, during this period, Level 3 inadvertently overpaid AT&T by approximately \$36,656.36 for the CLEC Cross-Connects which Level 3 also disputes, bringing the total amount in dispute to approximately \$549,670.79.

Response: AT&T California denies that Level 3 overpaid AT&T by any amount. Further, AT&T California denies that Level 3 was or is entitled to withhold any amounts billed by AT&T California for AT&T California's provision of services to connect Level 3's collocated equipment with the collocated equipment of other carriers. AT&T California lacks information sufficient to form a belief as to the truth of Level 3's allegations regarding its basis for withholding payment to AT&T California, and therefore denies those allegations. AT&T California admits the remaining allegations in this paragraph on information and belief, but reserves the right to recalculate any dollar amounts. AT&T California avers that it has properly billed Level 3 for the tariffed services Level 3 ordered to connect Level 3's collocated equipment with the collocated equipment of other carriers within the same central office and that Level 3 was not and is not entitled to withhold any amounts owed to AT&T California for the tariffed services Level 3 purchased from AT&T California.

12. Level 3's attempts to negotiate with AT&T to resolve the dispute informally for more than 14 months were unsuccessful. The Parties' informal discussions culminated in

August 2009. Level 3 then invoked the dispute resolution provisions of the ICA and sought negotiations between appropriate personnel at both companies. However, AT&T refused to meet and instead issued summary denials via email exchanges. AT&T continued to adhere to its position, despite the July 12, 2010 decision of the Commission in D.10-07-005, in which the Commission ruled against AT&T on substantially identical issues involving XO Communications Services, Inc. See Exhibit B to this Complaint.

Response: AT&T California admits the first three sentences of paragraph 12, and further admits that the matter has not been resolved through dispute resolution processes. AT&T California denies the remaining allegations of paragraph 12 and further denies that the XO decision, as to which a request for reconsideration is pending, was lawful and correct or is applicable here.

13. AT&T has refused to further discuss the matter and accordingly, this Complaint follows. Level 3 therefore requests that the Commission resolve this dispute.

Response: AT&T California denies that it has refused to discuss the matter with Level 3.

FIRST CLAIM: INTERCONNECTION AGREEMENT VIOLATION

14. Level 3 incorporates by this reference the allegations of paragraphs 1-13 above.

Response: AT&T California avers that this is a legal statement incorporating the allegations in prior paragraphs, which requires no response.

15. The FCC has concluded that ILECs, including AT&T, have an obligation under Sections 201 and 251(c)(6) of the Act to provide cross-connects between collocating carriers

in an ILEC's wire center.⁵ The FCC further requires AT&T, as an ILEC, to "provide the appropriate cross-connect as requested by the collocated competitive LECs."⁶ Specifically, "in provisioning cross-connects, incumbent LECs should use the most efficient interconnection arrangements available that, at the same time, impose the least intrusion on their property interest. This requirement merely allows the collocator to use the existing network in as efficient a manner as the incumbent uses it for its own purposes."⁷

Response: AT&T California states that the allegations of this paragraph are legal conclusions as to which no response is required, and that the relevant legal documents speak for themselves. AT&T California admits that it provides certain cross-connects between collocating carriers but denies that the cross-connects at issue here are considered "collocation" or that they must be provisioned at TELRIC-based rates. AT&T California avers that the cross-connects in question are not themselves part of collocation because they were ordered not as collocation but as special access service.

16. The ICA between Level 3 and AT&T incorporates and is subject to the FCC's collocation cross-connect requirements and obligates AT&T to provision, or to allow Level 3 to provision, cross-connects with other collocated CLECs using the EISCCs that Level 3 and the other CLECs obtain from AT&T. Provisioning CLEC Cross-Connects via EISCCs is far more efficient and inexpensive than establishing cabling directly between the CLECs' collocation spaces when traffic volumes do not warrant.

Response: As to the first sentence, AT&T California states that the ICA speaks for itself, and that to the extent Level 3 is making legal allegations no response is required. As to the

⁵ See Collocation Cross-Connect Order.

⁶ *Id.* at ¶ 74.

⁷ *Id.* at ¶ 76.

second sentence, AT&T California states that the economics of using EISCCs rather than direct cabling can vary with circumstances, and otherwise denies those allegations.

17. Section 2 of the Appendix UNE to the ICA requires AT&T to provide UNEs to Level 3 as required by the FCC, and Section 18 of the same appendix obligates AT&T to provide Cross-Connects to permit Level 3 to obtain access to such UNEs.

Response: AT&T California states that this paragraph consists of legal conclusions to which no response is required, and that the relevant documents speak for themselves. AT&T California further states that the tariffed services Level 3 ordered, as well as the cross-connect arrangements Level 3 seeks, are not UNEs.

18. Section 4.8 of the Appendix Physical Collocation to the ICA specifically provides:

Cross-connects between LEVEL 3 and other telecommunication carriers collocated at SBC-13 STATE premises will be allowed in accordance with applicable state and federal law, rules and regulations.

Response: AT&T California states that this paragraph merely quotes the ICA, which speaks for itself, and therefore no response is required.

19. Section 6.1.1 of the Appendix Physical Collocation additionally permits Level 3 to provide its own cross-connects in AT&T central offices where Level 3 is physically collocated.

Response: AT&T California states that the ICA speaks for itself, and therefore no response is required.

20. The Collocation Rate Summary attached to the ICA provides the nonrecurring and recurring charges applicable to such Cross-Connects between CLECs under the ICA.

Those rates are currently applicable to all Cross-Connects obtained by Level 3 from AT&T for Level 3 to cross-connect with other CLECs.

Response: AT&T California states that the ICA speaks for itself, and therefore no response is required.

21. AT&T has refused to acknowledge the CLEC Cross-Connect and collocation requirements in the ICA, including incorporation of the FCC's Collocation Cross-Connect Order and agreed pricing of Cross-Connects.

Response: AT&T California states that it has disagreed and disagrees with Level 3's assertions regarding what the terms of the parties' ICA require, and otherwise denies the allegations of this paragraph, including Level 3's characterization of the ICA.

22. AT&T instead claims that the TRRO requires Level 3 to pay special access tariff rates for EISCCs provisioned on the MDF in wire centers that the Commission has determined satisfy the FCC's non-impairment criteria for interoffice transport in the TRRO. Neither the TRRO nor the ICA however even mentions CLEC Cross-Connects, much less include them among the list of UNEs that ILECs are no longer required to provide when the FCC's non-impairment criteria are met. Nor does the TRRO modify or otherwise affect the requirements of the FCC Collocation Cross-Connect Order or the ICA provisions governing CLEC Cross-Connects and AT&T's related collocation obligations pursuant to Section 251(c)(6) of the Act.

Response: As to the first sentence, AT&T California states that if Level 3 orders cross-connection services under a tariff it must pay the tariffed rate, including in non-impaired offices, and otherwise denies Level 3's characterization of AT&T California's legal position. The second and third sentences contain legal allegations to which no response is required.

23. AT&T therefore is in continuing violation of the ICA by refusing to provide collocations CLEC Cross-Connects to Level 3 at TELRIC-based rates in all AT&T wire centers in California in which Level 3 has requested such CLEC Cross-Connects.

Response: Denied.

SECOND CLAIM: FEDERAL LAW VIOLATION

24. Level 3 incorporates by reference the allegations of paragraphs 1-23 above.

Response: AT&T California avers that this is a legal statement incorporating the allegations in prior paragraphs, which requires no response.

25. AT&T California has “[t]he duty to provide, on rates, terms, and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier.”⁸ This duty requires AT&T, as an ILEC, to provide cross-connects between collocating carriers in AT&T’s wire centers using the most efficient interconnection arrangements available.⁹ AT&T must provide collocation at rates that are based on TELRIC.¹⁰ Therefore, under applicable federal law, AT&T is required to provide CLEC Cross-Connects to Level 3 at TELRIC-based rates established by the Commission.

Response: AT&T California states that this paragraph consists of legal conclusions to which no response is required, and further denies that it has any stand-alone obligations under Section 251(c)(6).

26. AT&T instead claims that the TRRO requires Level 3 to pay special access tariff rates for EISCCs provisioned on the MDF in wire centers that the Commission has

⁸ 47 U.S.C. § 251(c)(6).

⁹ Collocation Cross-Connect Order at ¶¶ 62-84.

¹⁰ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98, 95-185, FCC 96-325, *First Report and Order*, 11 FCC Red 15499 at ¶ 629 (1996).

determined satisfy the FCC's non-impairment criteria for interoffice transport in the TRRO, and that AT&T is no longer obligated to provide these Cross-Connects at TELRIC-based prices. Neither the TRRO nor the ICA however even mentions CLEC Cross-Connects, much less include them among the list of UNEs that ILECs are no longer required to provide when the FCC's non-impairment criteria are met. Nor does the TRRO modify or otherwise affect the requirements of the FCC Collocation Cross-Connect Order or the ICA provisions governing CLEC Cross-Connects and AT&T's related collocation obligations pursuant to Section 251(c)(6) of the Act.

Response: Denied as to the first sentence. As to all other allegations in this paragraph, AT&T California states that they are legal allegations to which no response is required, and further denies Level 3's characterizations of the ICA and applicable law.

27. AT&T therefore is in continuing violation of federal law by refusing to provide collocations CLEC Cross-Connects to Level 3 at TELRIC-based rates in all AT&T wire centers in California in which Level 3 has requested such CLEC Cross- Connects.

Response: Denied.

SCOPING MEMORANDUM INFORMATION

28. Level 3 believes that this matter should be designated as an adjudicatory proceeding.

Response: AT&T California admits that this matter should be designated as adjudicatory.

29. The issues to be considered in this matter include the following:

a. Whether AT&T has violated and is continuing to violate the ICA by refusing to provide collocation CLEC Cross-Connects to Level 3 at TELRIC-based rates;

b. Whether AT&T has violated and is continuing to violate federal law by refusing to provide CLEC Cross-Connects to Level 3 at TELRIC-based rates;

c. Whether AT&T should be required to convert, to the extent required and without charge to Level 3, Cross-Connects that AT&T has provisioned at tariffed rates to EISCCs or CLEC Cross-Connects under the ICA and federal law;

d. Whether AT&T should be required to credit Level 3 the difference between the TELRIC-based rates established by the Commission for EISCCs and the tariffed rates AT&T has been charging and continues to charge Level 3 since July 15, 2007 for CLEC Cross-Connects in certain wire centers; and,

e. Whether AT&T can refuse to accept order for new services or suspend provisioning activities on pending orders for service until this matter is resolved by the Commission.

Response: AT&T California denies that these are the issues to be considered in this case. AT&T avers that the only issues that need to be addressed are: (1) has AT&T California properly billed its tariffed rates to Level 3 for the services that Level 3 ordered under AT&T California's tariffs, and (2) whether the parties' ICA entitles Level 3 to obtain the transport and cross-connect services and facilities that Level 3 uses to connect Level 3's collocated equipment with the collocated equipment of another carrier within the same central office and, if so, at what applicable price.

30. Level 3 believes that an evidentiary hearing should not be necessary in this case, as the issues in this case are primarily legal in nature, and Level 3 anticipates that there are not likely to be material facts in dispute. Accordingly, Level 3 proposes the following procedural schedule for this proceeding:

Procedural Deadline	Day
Complaint	0
Answer to Complaint	20
Prehearing Conference	40
Scoping Memo	60
Stipulation of Material Facts	75
Opening Briefs (simultaneous)	110
Reply Briefs	135
Oral Argument	150
Presiding Officer Decision	200

Response: At this time, AT&T California does not believe there exist any disputed issues of material fact that would require evidentiary hearings and cross-examination. AT&T California believes the Parties could stipulate to the material facts and then proceed to briefs. AT&T California reserves the right to request hearings in the event it determines disputed issues of material fact exist. Assuming that hearings are not needed, AT&T California does not oppose Complainant's proposed schedule.

REQUEST FOR RELIEF

THEREFORE, Level 3 respectfully requests that the Commission grant to it the following relief:

1. Enforcement of the terms of the ICA and applicable federal law requiring AT&T to provide collocation CLEC Cross-Connects to Level 3 at TELRIC-based rates in all of AT&T's wire centers in California in which Level 3 requests such CLEC Cross-Connects;

Response: AT&T California denies that Level 3 is entitled to the relief sought.

2. An order directing AT&T to convert, to the extent required and without charge to Level 3, all CLEC Cross-Connects that AT&T has provisioned to Level 3 and charged Level 3 tariffed rates, to EISCCs or CLEC Cross-Connects under the ICA;

Response: AT&T California denies that Level 3 is entitled to the relief sought.

3. An order directing AT&T to credit Level 3 the difference between the tariffed rates AT&T has been charging Level 3 since July 15, 2007, and continues to charge Level 3, for CLEC Cross-Connects in certain wire centers and the TELRIC-based rates established by the Commission for EISCCs;

Response: AT&T California denies that Level 3 is entitled to the relief sought.

4. An order directing AT&T to continue providing services to Level 3, to continue processing and fulfilling requests for additional service and to continue provisioning activity on all pending orders until a final order is issued in this case;

Response: AT&T California denies that Level 3 is entitled to the relief sought.

5. Such additional relief as the Commission finds is fair, just and reasonable under all the circumstances of this matter.

Response: AT&T California denies that Level 3 is entitled to the relief sought.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint does not state facts sufficient to constitute a cause of action.

Second Affirmative Defense

Complainant has engaged in misrepresentation, concealment, discrimination and/or “unclean hands” and, as a result thereof, its causes of actions and the relief prayed for are barred in whole or in part.

Third Affirmative Defense

The activities of AT&T California are and continue to be consistent with the law and the parties' ICA.

Fourth Affirmative Defense

The Complaint and each cause of action in it are barred in whole or in part by waiver, estoppel, fraud, and/or deceit.

Fifth Affirmative Defense

Complainant's claims are barred by the doctrine of laches.

Sixth Affirmative Defense

Complainant lacks standing to bring some or all of the causes of action alleged in the Complaint.

Seventh Affirmative Defense

The Complaint does not adequately advise AT&T California or the Commission of the grounds of the Complaint as required by Rule 4.2 of the Commission's Rules of Practice and Procedure.

Eighth Affirmative Defense

AT&T is entitled to interest from Level 3 for the amounts Level 3 has underpaid or withheld in connection with facilities AT&T has provisioned to connect Level 3's collocated equipment with the collocated equipment of another carrier within the same central office.

Ninth Affirmative Defense

The Complaint is barred by the filed rate doctrine.

Tenth Affirmative Defense

The Commission lacks jurisdiction over the second cause of action.

Eleventh Affirmative Defense

The second cause of action is not a cognizable cause of action.

Twelfth Affirmative Defense

AT&T California cannot fully anticipate at this time all defenses that may be applicable. Accordingly, AT&T California reserves the right to assert additional affirmative defenses if and to the extent such affirmative defenses are later discovered and found to be applicable.

Dated: February 18, 2011.

Respectfully submitted,

AT&T California

By: _____ /s/

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VERIFICATION

I, RHONDA J. JOHNSON, under penalty of perjury, certify as follows:

I am an officer, to wit, Vice President of Pacific Bell Telephone Company, a corporation doing business in California as AT&T California. I have read the foregoing **AT&T CALIFORNIA'S (U 1001 C) ANSWER TO COMPLAINT OF LEVEL 3 COMMUNICATIONS, LLC**, and know the contents thereof, and the facts therein stated are true to the best of my knowledge, information and belief.

Dated at San Francisco, California this 18th day of February 2011.

/s/
RHONDA J. JOHNSON

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of **AT&T CALIFORNIA'S (U 1001 C) ANSWER TO COMPLAINT OF LEVEL 3 COMMUNICATIONS, LLC** on all known parties to C.10-12-018, by hand-delivery or by mailing a properly addressed copy by first-class mail with postage prepaid to each party named in the official Service List, or by electronic mail and/or via messenger.

Executed this 18th day of February 2011 at San Francisco, California.

AT&T CALIFORNIA
525 Market Street
San Francisco, CA 94105

/s/
Hugh Osborne

PROCEEDING: C1012018
LAST CHANGED: JANUARY 19, 2011

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