

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO, CENTURY TEL
OF IDAHO, CENTURY TEL OF THE CASE NO. QWE-T-02-11
GEM STATE, POTLATCH TELEPHONE
COMPANY and ILLUMINET, INC.

Complainants

vs.

QWEST COMMUNICATIONS, INC.,

Respondent.

Rebuttal Testimony of
Paul Florack
on Behalf of
Illuminet, Inc.

October 18, 2002

Q: Are you the same Paul Florack that pre-filed testimony in
this proceeding on September 27, 2002?

A: Yes, I am.

Q: Have you reviewed the pre-filed testimony of Scott A.
McIntyre and of Joseph Craig, which was filed September 27,
2002 in this proceeding on behalf of Qwest Corporation?

A: Yes, I have.

I. INTRODUCTION

Q: Do you have a general reaction to the testimony of Mr.
McIntyre or of Mr. Craig?

A: Yes. Qwest's testimony is simply a "smoke screen" to avoid

the real issue in this case -- whether, under the Southern Idaho Access Service Catalog ("Catalog"), Qwest can assess Signaling System No. 7 ("SS7") message charges for signaling messages that support intrastate end user calls that are not subject to the Catalog.

Q: Does Illuminet have any arrangements with Qwest for "end user traffic"?

A: No, but its carrier/customers have those arrangements with Qwest. And while Qwest makes attempts to rebut the facts presented in the testimonies of Illuminet and its co-Complainants, the record is clear that Illuminet is the SS7 network signaling agent for its carrier/customers, and it's from these carrier/customers' perspective that the issue of whether it is proper to assess SS7 message charges under the Catalog must be determined.

Q: Why is the end user traffic important for purposes of this proceeding?

A: Because without these SS7 signaling messages no inter-carrier end user traffic of any category would be completed. Thus, the SS7 signaling message is an integral and essential component of the voice traffic, which Qwest effectively admits when it recognizes, as Mr. Craig does, that the SS7 signaling messages at issue "are used to set up, supervise and release call paths." Craig Testimony at page 10 (lines 17-18). Moreover, Qwest's witnesses confirm that only Illuminet carrier/customers carry end user customer traffic (see McIntyre Testimony at page 16 (line 16) ("Illuminet serves no end user customers at all.") and it is only these

carrier/customers that generate the SS7 message signals for which Qwest has been assessing access charges under Section 15 of its Catalog (see Craig Testimony at page 20 (lines 1-2) ("Illuminet does not own any end office switch point codes.")).

Q: Based on your review of Qwest's testimony are you convinced that Qwest cannot properly implement the Catalog's SS7 structure it has filed?

A: Yes. Although Mr. McIntyre states that Qwest made "a substantial investment to update its systems so that signaling costs could be assessed and recovered based on a customer's actual usage of the SS7 signaling network" (McIntyre Testimony at page 5 (lines 12-14)), whatever the level of the investment (the amount of which is conspicuously absent from Mr. McIntyre's testimony), Qwest still failed to properly implement the billing detail necessary to separately identify the types of intrastate SS7 signaling messages that are an integral component of the underlying voice traffic. Not only does that decision fly in the face of what the Federal Communications Commission ("FCC") deemed necessary for proper implementation of the unbundled SS7 tariff structure that Qwest elected to implement, but under Qwest's misplaced theories, ensures that unwarranted costs would, in fact, be imposed upon those of its competitors that use Illuminet as their SS7 network provider agent. Because the record is clear Qwest was on notice, at least as of November 2000, that Illuminet had concerns about improper implementation of an unbundled SS7 tariff structure and Qwest chose to ignore those concerns,

Mr. McIntyre's testimony confirms that Qwest designed its systems to ensure that result.

Q: Will you summarize your overall concerns?

A: Yes. The lack of relevant facts presented by Qwest and the use of rhetoric and misleading statements all seem aimed at confusing the record in an effort to draw the Commission's attention away from the fact that Qwest has chosen to file and implement a tariff structure that it was unprepared to implement properly. Qwest has arbitrarily and openly refused to implement available measuring technology to appropriately segregate SS7 messages by jurisdiction and call type. Illuminet trusts that the Commission will see through the confusion that Qwest has created to support its inherently unjustifiable position. It is clear that public policy, the facts, and, most importantly, common sense dictates a result far different from that which Qwest has offered. When reviewed in its totality, the record confirms that Qwest has prematurely unbundled SS7 signaling messages from its Catalog in direct violation of common sense and governing policies, and that Qwest now wants the Commission to bless this improper action. Qwest's self-chosen inability to properly track and identify the SS7 message charges for the end user call type and jurisdiction, however, should result in the withdrawal of its tariff structure until it can accurately and separately identify the SS7 signaling messages that are not properly subject to the Catalog, and otherwise demonstrates it is consistent with all appropriate IPUC policies and appropriate ICAs.

Q: What would the policy concerns and practical results be if the Commission did not grant the relief the Complainants seek?

A: Fundamentally, Qwest will be rewarded for improperly implementing a tariff structure that will simply shift unwarranted costs to Illuminet's carrier/customers, including the costs that Qwest generates for the SS7 signaling that supports its own end user customer traffic and that end user customer traffic associated with entities other than Qwest and the Illuminet carrier/customer. This result will thwart the further development of competitive end user markets in Idaho. Moreover, to the extent that Qwest does not assess these charges to those entities that directly connect to it (i.e., do not use a third party SS7 provider like Illuminet) Qwest would gain an improper competitive advantage for carriers seeking SS7 network connectivity.

II. QWEST HAS PRESENTED NO BASIS TO DENY THE RELIEF
COMPLAINANTS REQUEST OF THE COMMISSION

Q: Do you have any overall issues regarding the Qwest testimonies?

A: Yes. The Qwest testimonies are based on the following three unfounded or unproven premises. Generally, Qwest improperly suggests that:

1. The jurisdiction of SS7 messages required for local/EAS/IntraMTA CMRS and toll is irrelevant since the concept of jurisdiction applies only to end user traffic (see, e.g., McIntyre Testimony at page 19 (lines 20-21) and page 20 (lines 4-5); and Craig

Testimony at page 11 (lines 5-10));

2. Illuminet is the "customer" under the Catalog and it should pay all SS7 message charges being assessed (see, e.g., McIntyre Testimony at page 3 (line 12), page 20 (lines 4-5), and page 4 (lines 22-23)); and

3. Payment of these SS7 message signaling charges by Illuminet is more equitable because it and its carrier/customers have taken advantage of some type of pricing loopholes or have circumvented charges through the prior rate structures (see, e.g., McIntyre Testimony at page 4 (lines 10-12), page 7 (lines 14-16), page 18 (lines 2-6), page 28 (lines 16-17), and page 31 (lines 13-14)).

In addition, Qwest makes a number of claims that confuse the record.

1. THE JURISDICTION OF THE SS7 MESSAGE IS RELEVANT BECAUSE IT NATURALLY FOLLOWS THE END USER CUSTOMER TRAFFIC IT SUPPORTS

Q: Is Qwest correct that the jurisdiction of the SS7 message is irrelevant?

A: No. Both Mr. McIntyre's testimony and Mr. Craig's testimony on this point simply misfocus attention from the fact that the SS7 signaling messages are an integral component of the end user customer traffic.

Q: Please explain?

A: Of course "a bit is a bit is a bit" from a purely electronic perspective, but the economic relationships established by the industry's regulators continue to make very significant distinctions based upon the various categories of end user

customer traffic. The distinction between local calls and long distance calls has consequences for both the end user customer traffic and the SS7 signaling traffic, which is an indispensable component of the facilities that are utilized to complete the end user customer traffic. Moreover, Qwest can hardly contend that the jurisdiction of the SS7 signaling message is irrelevant since Mr. McIntyre, at page 23 (line 22) through page 24 (line 2) of his testimony, admits that these signaling messages are necessary to establish and tear down every type of end user call.

Q: Do you have any support for your statement?

A: Yes. As explained above, the FCC determined that the SS7 network supports a wide variety of services and made clear that it expected SS7 costs to be allocated and recovered from all of the various end user services for which it provides an essential component. Specifically, the FCC found that "CCS7 [the FCC's term for SS7] represents a general network upgrade, the core costs of which should be borne by all network users." 4 FCC Rcd 2824, 2832 (1989) (emphasis added). The FCC also found that SS7 costs "will be used for a wide variety of both intrastate and interstate services." Id. at 2833.

Thus, SS7 signaling message costs associated with providing local exchange service should be recovered from the local exchange rate payer, SS7 signaling message costs associated with providing exchange access should be recovered from the purchaser of access, and SS7 signaling costs associated with providing long distance service should be recovered from the

long distance user.

Q: Do you have any other support?

A: Yes. Common sense -- no interoffice end user customer calls (regardless of whether they are local, toll, EAS, wireless, etc.) would be completed absent the SS7 signaling messages at issue. Similarly, Qwest can hardly claim that the jurisdiction of the SS7 signaling messages vis-a-vis the voice traffic they support is irrelevant when its own Catalog relies upon the jurisdiction of the voice call where actual measurement capability is unavailable (see Section 2, Page 19, Release 2, and 2.3.10 B.5. Jurisdictional Reports Requirements, Southern Idaho Access Service Catalog). Further, Qwest's own FCC filing, which unbundled SS7 signaling message charges from its interstate access rates, necessarily implies that it jurisdictionalized its SS7 costs.

Finally, if jurisdiction of the SS7 signaling messages was irrelevant as suggested by Qwest, there would have been no reason for Congress to reference in Section 271 (g) (5) that Qwest may now transport signaling information used in connection with both local services (which the Act refers to as "telephone exchange services") and access services (which the Act refers to as "exchange access.") I have attached copies of those statutory sections to this testimony so that the Commission can review the provisions for itself. See Exhibit 407.

2. ILLUMINET AND ITS CARRIER/CUSTOMERS ARE THE

CUSTOMER FOR ONLY CERTAIN OF THE SS7 SIGNALING
MESSAGES GENERATED BY QWEST

Q: Is Qwest correct that since Illuminet established the links and ports required to connect to the Qwest SS7 network, Illuminet is the customer for all SS7 signaling message charges assessed under the Access Catalog because it has purchased a finished product?

A: No. Qwest has self-created that rationalization based on an overly broad interpretation of its Catalog. Mr. McIntyre's definition of "finished product" at page 12 (lines 4-8) suffers from the same improper premise that the jurisdiction of the SS7 signaling messages are not relevant. Moreover, Mr. McIntyre appears to forget the very distinction at pages 4 to 5 of his testimony between "accessing" the network and "utilizing" the network. Illuminet established a network that connects to (or, in Mr. McIntyre's terminology, "accesses") other SS7 networks. Illuminet's carrier/customers and the other entities to which Illuminet connects its network generate the SS7 signaling messages at issue in this case, thereby "utilizing" the networks that have been connected. Illuminet does not package those messages as part of its service to its carrier/customers. As the record demonstrates, Illuminet passes through to its carrier/customers any SS7 signaling message charges it receives from Qwest.

Q: Is Illuminet attempting to either take advantage of some pricing loophole or circumvent charges?

A: No. I know that Qwest makes these claims (see, e.g. McIntyre Testimony at page 4 (line 11) and page 31 (lines 13-

14)), but that position defies the facts of the relationship between Qwest and Illuminet, and between Qwest and the Illuminet carrier/customers.

Illuminet is clearly the customer for the facilities and ports required to set-up its network, and in its testimony it and the Co-Complainants in the case readily admit that for IntraLATA toll end user customer traffic of one of the Co-Complainants delivered to a Qwest end user, then Qwest's Catalog SS7 signaling message charges apply. That is what occurred prior to the unbundling of SS7 signaling message charges in this case.

What Qwest fails to address, because it has no meaningful response, is that there are separate arrangements that govern how Qwest and the Illuminet carrier/customer will handle other types of intrastate traffic (e.g. local, EAS, IntraMTA CMRS, and jointly-provided access), including the SS7 signaling associated with that traffic. Again, Qwest has provided no basis that would allow it to unilaterally circumvent and/or modify these arrangements through a Catalog revision, and Illuminet knows of no such fact, particularly since Illuminet is the agent for its carrier/customers as the record reflects.

Q: But Qwest contends that the Letter of Agency ("LOA") from the Illuminet carrier/customer that is provided to Qwest is limited?

A: I recognize that Mr. McIntyre makes these statements at page 28 (lines 16 and 17) and at page 31 (lines 13 and 14) of his

testimony, but the LOAs speak for themselves. It is clear that they are used to open the point codes of the Illuminet carrier/customers for transporting SS7 signaling messages to and from the SSPs of the Illuminet carrier/customers over their agent's (i.e. Illuminet) SS7 network. However, the LOA authorizes Illuminet to "conduct all negotiations and issue orders for all services" associated with the point codes of the carrier/customer. While Qwest may rely upon that LOA for Qwest's own internal network security purposes (see Craig Testimony at page 18 (lines 19-21) and page 20 (lines 22-23)), that limited use does not limit the scope of the authority Illuminet has been given as the agent of its carrier/customers. In any event, I note that Qwest will not process any orders without the LOA and that the LOA is only one aspect of the agency relationship established. As indicated in my testimony, Qwest is fully aware of the relationship that Illuminet has with its Co-Complainant carrier/customers based on the SS7 network issues we address on their behalf, the fact that the charges are passed through to them without mark-up and the fact that the establishment of voice trunks between Qwest and the Co-Complainants require that the Co-Complainants indicate Illuminet as the SS7 service provider. In light of the overall relationship between Qwest and Complainants, common sense and proper interpretation of the Catalog makes clear that Illuminet and its carrier/customers are customers of Qwest only for specific purposes under the Catalog.

Q: As Mr. McIntyre notes at page 28 (lines 1-15), isn't it true that Qwest is not a party to the contracts between Illuminet

and its carrier/customers?

A: Yes, but that misses the point. Qwest has a contractual relationship with the Illuminet carrier/customers (which are Illuminet's principals for purposes of signaling) and those contracts govern the intercarrier relationship between Qwest and the Illuminet carrier/customers for various types of end user traffic, including all the necessary and integral components of such traffic such as the SS7 message signaling at issue in this proceeding.

Q: Is the concept of "agency" something new to the telecommunication industry?

A: No. As will be testified by Illuminet's Co-Complainants, the concept of having agents provide various network or back-office functions is not new to the telephone industry.

Q: Is Mr. McIntyre correct at page 29 (lines 9-21) that, because Illuminet is not a party to its carrier/customers' interconnection agreements, those agreements are not relevant?

A: No. The FCC has acknowledged that a non-carrier agent can assert the same right to nondiscriminatory access to directory assistance ("DA") database information as that provided to its principal IXC or Competitive Local Exchange Carrier ("CLEC"), subject to the terms and conditions established in the underlying interconnection agreement between the principal and LEC. Specifically, the FCC stated that:

[W]hen a CLEC or an IXC (having entered an interconnection agreement with the relevant LEC) designates a DA provider to act as their agent, that competing DA provider is

entitled to nondiscriminatory access to the providing LECs' local DA database. Naturally, the DA provider's database access will be consistent with the terms of the relevant interconnection agreement and with the terms of the DA providers' separate agreements with its carrier principal.

16 FCC Rcd 2736, 2748 (2001). While I recognize that Illuminet is not a DA provider, and DA access is not at issue in this case, the policy basis applies - the agent (Illuminet) is subject to the interconnection agreement for purposes of asserting the rights of its principals (including its Co-Complainant carrier/customers). Likewise consistent with the FCC's discussion (see id.) regarding the need to ensure that entities should be able to take advantage of "economies of scale," I have already indicated that Illuminet's carrier/customers use Illuminet in order to avoid the expense and effort involved in deploying their own SS7 network.

3. ILLUMINET AND ITS CARRIER/CUSTOMERS HAVE NOT BEEN TAKING ADVANTAGE OF PRICING LOOPHOLES OR CIRCUMVENTING CHARGES

Q: Do you agree with Qwest that Illuminet and its carrier/customers have been taking advantage of some pricing loophole or circumventing any charges?

A: Absolutely not. In fact, this premise is so outrageous and irresponsible that it should not require a response. Unfortunately, however, since Qwest attempts to divert the Commission's attention from Qwest's own inability to properly implement its SS7 unbundled tariff structure, I am compelled to set the record straight. Neither Illuminet nor its carrier/customers have been using any type of "pricing loop hole" associated with the access charges that the IXCs

paid prior to Qwest's efforts to unbundle its intrastate SS7 signaling message charges. Where the voice traffic of an Illuminet carrier/customer was intrastate toll and subject to the switched access charges of the Catalog, the SS7 costs that Qwest incurred for that call were recovered from the Illuminet carrier/customer through the switched access charges being paid. That has never been an issue and Illuminet has agreed that the current SS7 signaling message charges under the Catalog are proper for this category of service. The arrangements in place, however, that govern the end user traffic types between Qwest and the Illuminet carrier/customers govern whether and how SS7 signaling message charges should be assessed. The Illuminet carrier/customers have arrangements with Qwest as to how they individually would recover their respective SS7 signaling message costs associated with the various intrastate types of inter-company end user customer traffic. If Qwest is recovering its SS7 signaling costs associated with the end user customer traffic types governed by those arrangements with the Illuminet carrier/customer, then any additional recovery that Qwest receives from the charges assessed incorrectly through the Catalog amounts to double recovery from the Illuminet carrier/customer.

Alternatively, if Qwest failed to include its SS7 costs in the arrangements applicable to the other intrastate end user types of calls, that mistake is Qwest's alone and it cannot hide behind claims of a pricing "loophole" to misfocus attention away from that mistake. Rather, Qwest should seek renegotiation of those arrangements with the Illuminet carrier/customers.

In summary, where the end user traffic is properly assessed access charges under the Catalog, the SS7 signaling message charges apply. When the Catalog does not apply, such as the case for local, EAS, intraMTA CMRS calls and jointly provided access, the underlying arrangements between Qwest and the Illuminet carrier/customers applicable to that end-user traffic apply. Placed in proper context, therefore, Qwest has no basis, let alone provided any fact, to even suggest that any "pricing loop hole" has ever existed.

Q: Do you agree with Mr. McIntyre's suggestions at page 7 (line 15), page 18 (lines 2-6) and page 31 (lines 21-23) that the Catalog's structure is more equitable?

A: No. Far from being more equitable, the result of the SS7 signaling message revisions, if not corrected, would simply place more burden upon the Illuminet carrier/customer all because Qwest cannot properly distinguish the SS7 signaling messages associated with the types of intrastate traffic at issue in this case. This issue was raised with Qwest prior to the development of its tariff structure and has been ignored.

Q: What do you mean that Qwest ignored concerns about the proper development of the unbundled SS7 signaling message structure?

A: As indicated in my testimony at page 27, Illuminet officially placed Qwest on notice in November 2000 as to Illuminet's concerns regarding the improper SS7 signal message billing under the "access charge" model. These

concerns were not baseless as the FCC (as discussed at pages 22-23 of my testimony) had already recognized the need for carriers that elected to implement an unbundled SS7 signaling message structure to "acquire the appropriate measuring equipment as need to implement such a plan." 12 FCC Rcd 15982, 16087 (para. 253)(1997). Moreover, the FCC noted LECs that elected to implement the structure were to "evaluate how the implementation of these plans will affect their prospective customers." 12 FCC Rcd. 15982, 16090 (para. 253)(1997). These same considerations apply here, particularly since Qwest relied upon the FCC "access charge" model for its current Idaho structure. That being the case, the facts demonstrate that Qwest chose to ignore the FCC's directives because it prematurely unbundled and filed its Idaho SS7 signaling message structure prior to deploying the proper measurement equipment and because it did so without substantive efforts to address Illuminet's concerns.

4. THE COMMISSION SHOULD REJECT QWEST'S TESTIMONY AS IT MERELY CONFUSES THE RECORD

Q: Do you have any examples of Qwest's attempt to confuse the record?

A: Yes. For example, Qwest claims that Illuminet and its Co-Complainants don't really understand that the SS7 network is a separate network, that access to it is not "exchange access" and that complainants incorrectly refer to SS7 messages as "traffic." See, e.g., McIntyre Testimony at page 3 (lines 31-35), page 6 (lines 17-18), and page 14 (line 14) through page 15 (line 9); Craig Testimony at page 11 (line 5) through page 12 (line 6), and page 13 (line 23)

through page 14 (line 4)).

Q: Is Qwest correct?

A: No. These statements substantially misrepresent the function of an SS7 network for the apparent purpose of disguising the true nature of the facilities and service at issue. Of course, the SS7 network is separate in the sense that it is composed of switches and transmission facilities, which are used solely for signaling and which carries no end user traffic. But signaling has no independent purpose, it is necessarily interconnected to the network, which carries end user customer voice and data traffic and functions solely to control that network or to obtain and supply information from databases relevant to that end user traffic. The SS7 network does not, by itself, provide exchange service, exchange access, or long distance service, but it is an indispensable component to each and every one of those services. (As an aside, "traffic" is not a magic word, nor even a technical term and it is neither incorrect nor misleading to refer to messages composed of packets of bits transiting the SS7 network as "traffic" so long as it is clear from the context, as it is in Complainants' testimony, whether it is signaling, data or voice traffic being referred to.)

Q: In light of your answer do you agree with Mr. McIntyre's analogy at page 7 (lines 1-3) that the SS7 signaling network is similar to traffic signals?

A: Generally, yes. Although like many analogies it is not perfect, there are several conceptual similarities. The

most significant of these similarities is that like the SS7 signaling network, traffic signs and signals, even though physically distinct from the streets and highways are an integral component of the land vehicle transportation system - without them you would have traffic jams which effectively brings vehicle movement to a halt. Further, some signs and signals relate to the interstate highway system, some to state highways, some to county roads and others to municipal streets and are paid for in generally the same manner as the street or highway to which they relate. Moreover, the signals and stoplights have no independent purpose without the cars moving on the roadways just like SS7 message signaling has no distinct purposes without the calls from end users. When carried to its logical conclusion, therefore, Mr. McIntyre's analogy actually demonstrates the fallacies of his theories of this proceeding.

Q: Any other example you'd like to share regarding Qwest's efforts to confuse the record?

A: At page 21 (lines 16-18) of his testimony, Mr. Craig makes the statement that "SS7 messages are not the equivalent of voice calls."

Q: Did Illuminet make this claim?

A: No. Illuminet knows that SS7 messages are not the same as voice calls. Rather, Illuminet has demonstrated that the SS7 messages are an integral component of the end user traffic to which they are associated.

Q: Any other examples?

A: Yes. Mr. McIntyre responds to a question at page 18 of his testimony regarding whether other states have "adopted the improved SS7 rate structure," and he indicates that eight (8) have.

Q: How is this confusing?

A: Well, while Qwest may have access catalog or tariff revisions in place in eight states identical to that at issue here, clearly Illuminet does not believe that the structure is "improved" since Qwest cannot possibly implement that structure properly. I also note that whether states have "adopted" the tariff structure may be an overstatement if, like Idaho, Qwest merely needs to file the Catalog revisions. Most importantly, however, is the fact that Qwest has not implemented the tariff structure in the four (4) jurisdictions within which Illuminet was able to challenge the revision. Specifically, Illuminet opposed the approval of the tariff in the States of Arizona, Utah, Minnesota and Washington. After increased opposition to its tariff, Qwest withdrew its tariff proposal in Arizona, Utah, and Washington. Similarly, in Minnesota, after the Minnesota Department of Commerce had issued over seventy data requests to Qwest concerning the proposed tariff and at least one party having filed a motion to dismiss Qwest's proposed tariff application, Qwest likewise withdrew that tariff filing as well. Thus, when confronted with challenges, Qwest has withdrawn its filings that attempted to put in place the same intrastate SS7 message signaling structure that is at issue here.

Q. Do you agree with Mr. McIntyre at page 27 (line 3-6) that

the loading of the Illuminet carrier/customer point codes into Qwest's SS7 network should be viewed as Illuminet "requesting that Qwest bill it for the SS7 message access"?

A: Absolutely not. Illuminet has never acquiesced to the improper billing by Qwest, and Mr. McIntyre is clearly mistaken for the reasons stated before if he believes the LOA or Catalog provides this authority.

Q: Do you have any final example of where Qwest is attempting to confuse the record?

A: Yes. Mr. McIntyre at page 23 (lines 20-22) infers that Complainants are somehow suggesting that "signaling costs should only be recovered for certain classes" of messages.

Q: Is Mr. McIntyre correct?

A: No. Mr. McIntyre's statement is itself "confusing and misleading" (McIntyre Testimony at page 23, lines 20-21). How recovery of SS7 signaling message costs between the Illuminet carrier/customer and Qwest is determined is addressed in the arrangements in place between those carriers for the associated end user traffic, only one of which is the Catalog.

Q: What then would you have the Commission do?

A: The Commission should reject the testimony, concluding as I have and as the record supports, that Qwest has spun a tale to divert attention from the obvious conclusion that Qwest cannot properly implement the intrastate SS7 signaling message structure reflected in its Catalog.

Q: Does this end your rebuttal testimony?

A: Yes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of October, 2002, I caused a true and correct copy of the foregoing REBUTTAL TESTIMONY OF PAUL FLORACK ON BEHALF OF ILLUMINET, INC. to be served by the method indicated below, and addressed to the following:

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