BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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

Complainants

vs.

QWEST COMMUNICATIONS, INC.

Respondent

REBUTTAL TESTIMONY OF

SCOTT A. MCINTYRE

QWEST CORPORATION

OCTOBER 18, 2002
IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, TITLE, AND ADDRESS.

A. My name is Scott A. McIntyre. I work for Qwest Corporation as a Director for Product and Market Issues. My work address is 1600 Bell Plaza, Seattle, Washington.

Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?

A. Yes, I filed Direct testimony in this proceeding on September 27, 2002.

PURPOSE

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to respond to the Direct testimonies filed on September 27, 2002 by Citizens Telecommunications Company of Idaho ("Citizens"), Electric Lightwave Inc. ("ELI"), Idaho Telephone Association ("ITA"), and Illuminet, Inc. ("Complainants") in opposition to the application of new Signaling System 7 ("SS7") rate elements introduced by Qwest on June 1, 2001. Mr. Paul Florack filed testimony on behalf of Illuminet and Mr. F. Wayne Lafferty filed on behalf of Citizens, ELI, ITA, and Illuminet, Inc. I will address the issues raised by the Complainants in
the testimony that follows and demonstrate that Complainants should be required to comply with the terms of the Catalog.

BACKGROUND

Q. WHAT IS THE ALLEGED RELATIONSHIP BETWEEN THE COMPLAINANTS IN THIS CASE?
A. Mr. Lafferty describes Citizens and the ITA members as incumbent local exchange carriers' and ELI\(^2\) as a competitive local exchange carrier ("CLEC") operating in Idaho. Mr. Lafferty also indicates that several ITA members have CLEC subsidiaries or operations in Idaho. (Lafferty, Pages 10, 11). He alleges that Illuminet is the SS7 service provider "agent" for these companies in Idaho. (Lafferty, Page 1) Mr. Florack, on the other hand, indicates that Illuminet is the SS7 provider for "certain" of the Co-Complainants in this proceeding. (Florack, Page 8, Lines 28-29)

\(^1\)Citizens also operates as a CLEC and has an approved Interconnection Agreement with Qwest in Idaho.
\(^2\)Interestingly, although Mr. Lafferty's (and Mr. Florack's) testimony primarily positions his allegations from the CLEC perspective, ELI is the only Idaho CLEC participating in this proceeding.
Q. DOES QWEST AGREE WITH MR. LAFFERTY'S AND MR. FLORAK'S REPRESENTATION OF THE ALLEGED RELATIONSHIPS?

A. No. Qwest does not agree that Illuminet is the SS7 agent of its Co-Complainants. In truth, the relationship between Illuminet and its customers has no bearing on this case. Qwest's only signaling customer in this case is Illuminet.

Further, Complainants would have you believe that Illuminet is the "SS7 provider agent" of all ITA members. (Lafferty p. 1 Lines 13 - 15.) In fact, the majority of ITA members are served by another third party signaling provider, Syringa, who is not a party to this case. Only two ITA members are served by Illuminet. See Exhibit 503.

Q. WHAT OPTIONS DO CARRIERS INTERCONNECTING WITH QWEST HAVE TO OBTAIN SS7?

A. As I demonstrated in my Direct Testimony, CLECs and wireless providers have three options:

1) CLECs and wireless providers may choose to purchase SS7 as an unbundled network element ("UNE") through an Interconnection Agreement.

2) CLECs and wireless providers may purchase SS7 as

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3 Syringa, as a third party SS7 provider, should be purchasing SS7 out of Qwest's Access Services Catalog but it is not.
a finished service from Qwest's Idaho Access Service Catalog.

3) CLECs and wireless providers may purchase SS7 from a third party provider.

Q. WOULD YOU PLEASE REVIEW THE OPTIONS INDEPENDENT LOCAL EXCHANGE CARRIERS ("ILECS") HAVE TO OBTAIN SS7?

A. Yes. As also explained in my Direct Testimony, ILECs also have three options:

1) ILECs may choose to purchase SS7 from Qwest via a negotiated SS7 Infrastructure Sharing Agreement ("ISA").

2) Just like CLECs and wireless providers, ILECs may purchase SS7 as a finished service from Qwest through Qwest's Idaho Access Service Catalog.

3) Just like CLECs and wireless providers, ILECs may purchase SS7 from a third party provider, such as Illuminet.

Q. HOW ARE THE COMPLAINANTS IN THIS CASE OBTAINING SIGNALING?

A. Mr. Lafferty represents that Illuminet is the SS7 service provider for its clients, Citizens, ELI, and ITA.

(Lafferty, Page 1, Lines 14, 15) Illuminet is the only

4Further references to ITA in this testimony is limited to those members serviced by Illuminet, i.e. Fremont Telcom, and Farmers Mutual.
signaling customer of Qwest. None of Illuminet's carrier/customers are signaling customers of Qwest. Illuminet obtains SS7 from Qwest through the Access Services Catalog.

VOICE/DATA "TRAFFIC" VS. SIGNALING "MESSAGES"

Q. THROUGHOUT THEIR RESPECTIVE TESTIMONIES, THE COMPLAINANTS IN THIS PROCEEDING CONFUSE SIGNALING "MESSAGES" WITH VOICE AND DATA "TRAFFIC." WOULD YOU PLEASE CLARIFY?

A. Yes. As I explained in my Direct Testimony, "traffic" consists of voice and data calls transported over the public switched telecommunications network. Signaling "messages" occur over a special signaling network fully separate from the public voice switched network that carries the actual call. Complainants, by their own admission, recognize the separateness of the networks. Illuminet is a non-common carrier and, as such, does not carry any end user traffic of its own or of its own carrier customers. Illuminet carries SS7 messages only. (Florack p. 2, Lines 1-3.)
Complainants fail to make the distinction between signaling "messages" and voice/data "traffic," rather they use these terms interchangeably. It is critical for the Commission to understand the difference between signaling "messages" and voice and data "traffic" as it wades through the misleading and misdirected allegations of the Complainants. For example, Complainants propose that Qwest separate signaling messages by call type. (Florack, Page 22, Lines 1-11; Lafferty, Page 33, Lines 15-16.) However, signaling messages apply without regard to the nature of the underlying voice/data traffic. There is no reason to separate messages by call type because signaling charges apply to all types of voice/data traffic.

The Complainants in this case also discuss various forms of billing arrangements and agreements. (Lafferty, Pages 20-23; Florack, Page 27, Lines 18-25.) This is another example of where the complainants are confusing a signaling "message" with voice/data "traffic." It is pointless to get into a discussion on how meet point billing or bill-and-keep compensation mechanisms should or should not be applied in relationship to this case, as those mechanisms are billing instruments concerning voice and data "traffic"
rather than signaling “messages.” There is a clear distinction between voice/data "traffic" and signaling “messages.”

Q. COMPLAINANTS ALLEGE THAT CERTAIN SIGNALING MESSAGES ARE "NON-CHARGEABLE" WITH RESPECT TO THE SS7 RATES CONTAINED IN QWEST'S ACCESS CATALOG. IS THAT A VALID ALLEGATION?

A. No. Complainants allege that Qwest cannot charge Illuminet its SS7 rates in the Access Services Catalog for signaling associated with local and EAS end-user traffic, jointly provided exchange access traffic, intraMTA wireless traffic, and toll traffic exchanged between Qwest and other carriers (Lafferty, Page 4, Lines 2-7; Florack, Page 13, Lines 2-9.) Complainants assert that the voice/data traffic and the signaling messages are inextricably intertwined and therefore the underlying nature of the voice/data traffic should govern how charges are assessed, rather than applying the ss7 rates in the Access Services Catalog to Illuminet. (Florack, Page 19, Lines 14-25; Lafferty, Pages 19-22.)

As I have previously stated, the voice/data traffic network is separate from the signaling network and the nature of the underlying call does not govern how charges are assessed. There are separate costs and

QWE-T-02-11
October 18, 2002

McIntyre, (Reb) -7-
pricing for both. Charges for signaling should be
assessed to carriers and third party SS7 providers that
generate the costs associated with provisioning
signaling service, regardless of the type of end user
services being provisioned. To do otherwise would
result in discrimination among carriers.

Q. QWEST ASSESSES CHARGES FOR SS7 MESSAGES REGARDLESS OF
WHERE THE SIGNAL OR UNDERLYING CALL ORIGINATES, IS THAT
CORRECT?

A. Yes, Qwest assesses a SS7 message charge for every
message that traverses the SS7 customer's link without
regard to origination or termination of the message. In
other words, what customers pay for is the connectivity
to terminate messages to Qwest and to receive messages
from Qwest.

Q. HAVE THE COMPLAINANTS IN THIS CASE DISPUTED THAT THERE
ARE COSTS ASSOCIATED WITH THE PROVISIONING OF SS7?

A. No. This is clear not only from their Complaint, but
also from their testimony. For example, Mr. Florack
states on Page 24 of his testimony, "At least
conceptually, Qwest should have apportioned its SS7

QWE-T-02-11
October 1a, 2002
McIntyre, (Reb) -a-
Qwest Corporation
costs in some manner among all of its services . . . ."

This is an acknowledgement that there are costs associated with SS7 service.

Q. HAVE THE COMPLAINANTS DISPUTED THAT ILLUMINET AND OTHER THIRD PARTY PROVIDERS UTILIZING QWEST'S SS7 NETWORK GENERATE COSTS TO QWEST?

A. No. On Page 24, Lines 26-29, Mr. Florack states, "Likewise, where Illuminet is providing the SS7 network on behalf of one of its toll provider carrier/customers, Illuminet and its toll provider carrier/customer fully expect that Qwest will assess its SS7 signaling message charges associated with that traffic, to Illuminet."

Q. DOES QWEST BILL ELI, ITA OR CITIZENS FOR SIGNALING MESSAGES, EITHER DIRECTLY OR INDIRECTLY, AS MR. LAFFERTY ALLEGES THROUGHOUT HIS TESTIMONY, ON PAGE 24 FOR EXAMPLE?

A. No. ELI, ITA and Citizens are not Qwest's customers for SS7 signaling services - they are Illuminet's customers. Therefore, Qwest does not charge those Complainants for signaling services.

Q. MR. LAFFERTY CLAIMS THAT QWEST HAS VIOLATED THE FCC'S SS7 ORDER. (LAFFERTY, PAGE 32, LINES 21-24 – PAGE 33, LINE 1.) PLEASE COMMENT.
A. Mr. Lafferty alleges that Qwest is violating the FCC's Order by not separately identifying and billing SS7 charges associated with local, EAS, and wireless traffic from ss7 charges associated with interstate and intrastate toll traffic. Contrary to Mr. Lafferty's assertion, Qwest is not in violation of the FCC's SS7 Order.

In commenting on the need for incumbent LECs to install metering or other equipment necessary to measure third party usage of signaling facilities, the FCC stated:

Although we encourage actions that would promote disaggregation and unbundling of SS7 services, we will not require incumbent LECs to implement such an approach and incur the associated equipment costs of doing so. The record indicates that, as a general matter, the costs of mandating the installation of metering equipment may well exceed the benefits of doing so.'

Consistent with the FCC's Order, Qwest determined that the cost of implementing equipment to reach the level of detail suggested by the Complainants as necessary to accurately bill SS7 is unwarranted. Qwest uses the Percent Interstate Usage ("PIU") methodology to jurisdictionalize signaling messages, which is in full compliance with the FCC's Order. Mr. Lafferty's

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allegations that Qwest is in violation of the FCC's Order on this matter are inaccurate and misleading.

Q. MR. FLORACK MAINTAINS THAT THERE IS A POTENTIAL FOR QWEST TO DISCRIMINATE BETWEEN CUSTOMERS WREN CHARGING FOR SS7. WHAT IS YOUR RESPONSE?

A. In his testimony, Mr. Florack alleges "there is a potential for anti-competitive and discriminatory treatment by Qwest in the way Illuminet and its carrier/customers are charged for SS7 signaling messages by Qwest associated with non-chargeable traffic, particularly local traffic, versus how Qwest may charge its own direct connect ss7 signaling customers." (Florack, Page 16, Lines 14-18) It is not discriminatory or anti-competitive for an ILEC to directly connect with Qwest through a SS7 Infrastructure Sharing Agreement for the purchase of SS7, or for a CLEC or wireless provider to directly connect and purchase ss7 out of its Interconnection Agreement. The Telecommunications Act of 1996 ("Act"), which was designed to foster competition, allows Qwest to enter into ss7 Infrastructure Sharing Agreements and Interconnection Agreements with ILECs and CLECs or wireless providers respectively. The fact that Illuminet is not a telecommunications carrier and cannot
enter into one of those agreements does not mean that Illuminet is being treated in a discriminatory or anti-competitive manner. Furthermore, Mr. Florack’s allegations that Qwest may discriminate in favor of customers that connect directly to its SS7 network by not charging them are outrageous. If Mr. Florack has any evidence that supports such allegations, he should produce it and not merely speculate about the possibility.

Q. DO SS7 INFRASTRUCTURE SHARING AGREEMENTS AVAILABLE TO INDEPENDENT LOCAL EXCHANGE CARRIERS INCLUDE SIGNALING MESSAGE CHARGES RELATED TO LOCAL EXCHANGE/EAS TRAFFIC?

A. NO. Qualifying ILECs may enter into a SS7 ISA with Qwest pursuant to Section 259 of the Act. An ISA includes charges for Links and Ports, but no signaling message charges because the parties to the Agreement “share” infrastructure.

Q. DOES THE USE OF ISAS SINGLE OUT ILECs FOR SPECIAL TREATMENT?

A. Yes. To the extent that ILECs receive unique treatment, this treatment is sanctioned by the Act. Section 259 of the Act specifically requires incumbent local exchange carriers to make their infrastructure available to
qualifying independent local exchange carriers. The Act specifically does not extend this infrastructure sharing requirement to CLECs. Although I am somewhat speculating, it is my guess that Congress may have wanted to provide a vehicle to preserve local intercompany arrangements that provided end user customer benefit like ILEC/RBOC EAS arrangements.

However, it is a mistake to think that the status of the purchaser of a service does not ordinarily affect the services and prices the purchasers pay for service in the telecommunications industry. For example, CLECs pay different prices than resellers, UNE-P purchasers pay different rates from resellers, interexchange carriers ("IXCs") pay different rates than CLECs for access to the RBOC’s network to place calls. In fact, there are many examples where the status of the purchaser affects the price and terms. The fact that the Act provides for Section 259 agreements underscores that distinguishing between ILECs and others who may wish to use parts of the network is permissible.

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6 In order to qualify, the carrier must lack economies of scale or scope and offer telephone exchange service, exchange access, and any other service that is included in universal service, to all consumers without preference throughout the service area for which such carrier has been designated as an eligible telecommunications carrier under Section 214(e) of the Act.
ON PAGE 11, LINES 1-8, MR. FLORACK ALLEGES THAT QWEST IS SHIFTING ITS SS7 COSTS TO ILLUMINET'S CARRIER/CUSTOMERS DUE TO ITS "INABILITY TO DISAGGREGATE AND BILL FOR SS7 ON ONLY CERTAIN TYPES OF CALLS." PLEASE COMMENT.

Mr. Florack seems to imply that if the signaling messages were disaggregated, it would somehow change the manner in which Qwest assesses its signaling charges. It would not. As explained above, signaling costs are incurred on every type of voice/data call.

Qwest is not inappropriately shifting costs to anyone. Qwest’s restructure of SS7 results in the party generating the cost to Qwest’s SS7 network paying for that cost. Prior to the restructure, interexchange carriers paid a disproportionate amount of signaling costs. With the restructure, each SS7 customer pays for the cost it generates, resulting in a more fair and equitable allocation,

Furthermore, Illuminet’s carrier/customers are not Qwest’s signaling customers. They purchase SS7 from Illuminet. Illuminet is Qwest’s customer and Illuminet is the customer being billed for the SS7 service. How Illuminet charges its customers is irrelevant in this proceeding.
Q. COULD QWEST SEPARATE SIGNALING MESSAGES BY CALL TYPE AS MR. FLORACK SUGGESTS ON PAGE 22, LINES 1-11 OF HIS TESTIMONY AND MR. LAFFERTY PROPOSES ON PAGE 33, LINES 15-16 OF HIS TESTIMONY?

A. There is no reason to separate messages by call type because signaling charges apply to all types of calls. Whether or not Qwest can separate signaling messages based on voice/data call type is irrelevant as I have indicated previously. This is just another smokescreen on the part of the Complainants to confuse the issue. If Qwest were to separate signaling charges by call type, it would be inefficient and lead to additional costs that would require increased rates. Furthermore, the FCC does not require Qwest to implement metering equipment that would separate signals by call type.

Q. DO YOU AGREE WITH MR. LAFFERTY THAT QWEST IS DOUBLE RECOVERING SIGNALING COSTS UNDER THE NEW SS7 RATE STRUCTURE?

A. No. Mr. Lafferty alleges that the costs associated with SS7 message signaling associated with originating and terminating EAS traffic is included in the local exchange rate. (Lafferty, Page 17, Lines 2-6) However, Mr. Lafferty offers no factual support for this allegation. Certainly no evidence has been presented...
here about what SS7 costs were recovered in any prior EAS case. To my understanding, based on discussions with Qwest’s Idaho Policy and Law representatives, all that the Commission determined in a typical EAS decision was whether EAS should be granted and what rate impact, if any, would be experienced by retail customers if a former toll route was converted to local service. The costs of SS7 signaling were not discussed in any detail, if at all, in those dockets.

The fact that only retail rates for end user local exchange customers were affected by this Commission’s EAS orders is significant. Third party SS7 providers were not parties to those cases, and I do not believe that Illuminet can claim the Commission made any decision about their rates in those cases.

Further, as this Commission knows, retail service prices have never been directly tied to the cost of providing a service. Thus, there can be no showing of which SS7 costs, if any, were "recovered" in any given EAS case. It is impossible for Mr. Lafferty to affirmatively claim and prove that there is "double recovery" of those costs.

Q. MR. LAFFERTY STATES ON PAGE 17, LINES 17-19, THAT QWEST CLAIMS IT “SIMULTANEOUSLY LOWERED IXC ACCESS RATES BY AN

McIntyre, (Reb) -16-
October 18, 2002
Qwest Corporation
AMOUNT EQUAL TO ONE HALF OF THE DOUBLE RECOVERY...." DID QWEST MAKE ANY SUCH STATEMENT?

A. Absolutely not. Qwest denies there is any double recovery. In response to ITA data request Number 49, Qwest stated that it reduced the end office local switching, carrier common line and tandem switching rate elements as part of the signaling restructure. Confidential Attachment A to that response demonstrates that the reductions equaled the revenue increase expected from the SS7 restructure. See Confidential Exhibit 504.

Q. ARE THE CONCERNS VOICED BY COMPLAINANTS THAT THE NEW SS7 RATE STRUCTURE WILL INCREASE THEIR BUSINESS COSTS VALID SUPPORT FOR AN ARGUMENT OF ANTI-COMPETITIVE BEHAVIOR ON THE PART OF QWEST?

A. No. From Illuminet's perspective, Mr. Florack indicates it is simply going to pass through these costs to its customers. (Florack, Page 26, Lines 6-9) Mr. Florack claims that Illuminet supports the concept of unbundling (Florack, Page 27, Lines 12-13) and claims Illuminet is not trying to avoid paying the costs it imposes on Qwest's network (Florack, Page 24, Lines 21-23). How can he then claim that assessing these charges is anti-competitive?
Mr. Lafferty erroneously contends that Qwest's SS7 message signaling charges "...will likely impede the continued development of competition." (Lafferty, Page 4, Lines 12-13) The FCC has long recognized that subsidies cannot be maintained in a truly competitive telecommunications environment. As far back as the late 1970s and 1980s when the FCC deregulated customer premises equipment and inside wiring, it recognized that making the customer using the service bear the costs of services received was an integral part of fostering a fully competitive market. In fact, making the users pay and fostering a competitive telecommunications marketplace were two of the five goals articulated by the FCC in deregulating these services. What was true then for inside wiring products remains true today for SS7 service.

Q. MR. FLORACK CONTENDS THAT ILLUMINET DOES NOT OBJECT TO RELATING THE RECOVERY OF SS7 COSTS TO A CUSTOMER'S USE OF THE SERVICE (PAGE 27, LINES 10-12). DOES THAT RING TRUE BASED UPON ITS COMPLAINT IN THIS PROCEEDING?

A. No. Prior to Qwest restructuring its SS7 rates, Illuminet was paying for "entry" to the signaling network through link and port charges, but not "use" of the network through message usage charges. If Illuminet
is to be consistent, it should not balk at paying message-sensitive charges associated with network usage, rather than trying to prolong subsidization of its use of the network by other companies.

Q: MR. LAFFERTY CLAIMS THAT THE SS7 RESTRUCTURE REVERSES THE COMMISSION'S DECISION REGARDING EAS PRICING. (LAFFERTY, PAGE 16, LINES 5-14) DO YOU AGREE?

A: No. Mr. Lafferty argues that introduction of usage-sensitive rates for SS7 results in re-instituting usage-sensitive pricing for EAS traffic that is now priced on a flat-rated basis. That is simply not the case. The EAS rate structure, which concerns voice/data traffic, has not changed. Flat rate local exchange customers still enjoy expanded local calling as part of their flat-rated local service. Measured service customers, of course, pay for any local call on an incremental basis once they have used their monthly minute allowance.

The relevant price change here is not for EAS calling, it is for SS7 signaling. And Illuminet is the only party in this case that purchases SS7 signaling from Qwest. Since Illuminet deals in signaling messages, not voice/data traffic, the EAS decision that
expanded the local calling areas of local exchange customers does not affect Illuminet.

Q. BUT ISN'T IT THE CASE THAT WHEN EAS WAS IMPLEMENTED, THE ILECs DID NOT FACE A PER MESSAGE SS7 CHARGE ASSOCIATED WITH AN EAS CALL AND NOW THEY DO TO THE EXTENT, AS ALLEGED, THAT ILLUMINET PASSES ON THE PER MESSAGE CHARGE TO ITS CARRIER/CUSTOMERS?

A. No. ILECs who purchase SS7 from third party providers like Illuminet may experience an increase in what they pay to their SS7 provider as a result of Qwest restructuring its Access Services Catalog if the contract between Illuminet and its carrier/customers directs Illuminet to pass through its SS7 costs to its carrier/customers. Of course, they may experience increases and decreases in any number of expenses associated with their operations. Illuminet's carrier/customers need to make the business decision as to whether Illuminet's contractural obligation to pass through its ss7 costs justifies looking for other alternatives for acquiring SS7.

Q. IS THERE A SIGNALING OPTION FOR ILECs THAT DOES NOT INCLUDE SIGNALING MESSAGE CHARGES RELATED TO LOCAL EXCHANGE/EAS TRAFFIC?
A. Yes. To the extent that the ILECs in this case wish to return to an arrangement that is more similar in expense to what they experienced when EAS was originally implemented, the ISA may be the answer. However, I emphasize that this is their business decision, since they may have other compelling reasons to want to continue with Illuminet.

Q. MR. LAFFERTY STATES THAT THE INTRODUCTION OF SS7 MESSAGE RATES IS A CHANGE IN "LONG STANDING REGULATORY POLICY AND INDUSTRY PRACTICES IN THE STATE OF IDAHO." (LAFFERTY, PAGE 3, LINES 7-8.) ISN'T THIS A MISCHARACTERIZATION?

A. Yes. In his testimony, Mr. Lafferty alleges that Qwest "should not be allowed to change public policy in the state of Idaho (or anywhere else) without providing the Commission an opportunity to properly investigate the implications of the changes." Significantly, Mr. Lafferty does not enumerate the "long standing regulatory policy and industry practices" he alleges are being violated. Certainly there is nothing in Idaho statute or regulation that would suggest that Qwest cannot charge users of its network for that use. In fact, in Idaho, the only time the Commission regulates the level of that charge for Qwest is when the service
provided is "basic local exchange service" as that term is defined in Idaho Code §62-603(1) or when CLECs are seeking unbundled network elements and the Commission is asked to set total element long run incremental costs for those elements. The provision of SS7 to a third party does not fall within one of these categories. To put it bluntly, there is no Commission policy or industry practice on this subject in Idaho. What does signal an attempted policy shift here is the effort of the Complainants to persuade this Commission to take jurisdiction over a dispute about the application of charges for a deregulated service.

Q. IS MR. LAFFERTY'S CONTENTION THAT THE SS7 SIGNALING CHARGES ARE "REGULATED" UNDER TITLE 62 ACCURATE?

A. No. The services Qwest offers under its Access Services Catalog are deregulated under Title 62 in Southern Idaho. Qwest is not required to obtain Commission approval prior to implementing any Access Services Catalog revision. Nor does the Commission regulate the level of charges for services offered under Title 62.

Q. MR. LAFFERTY ALLEGES THAT QWEST ENGAGED IN A "CLEAR AND UNWARRANTED SUBSIDY OF UNREGULATED IXC TRAFFIC BY REGULATED INDUSTRY PARTICIPANTS AND THEIR CUSTOMERS."

(LAFFERTY, PAGE 17, LINES 18-20) PLEASE COMMENT.
There is no subsidy issue between regulated and deregulated (or "unregulated") entities in this case. Mr. Lafferty apparently reached this conclusion based on his "assumption" that Qwest lowered deregulated access rates and placed the costs on "regulated" carriers, but Illuminet is not a regulated carrier.

The revenue neutrality of this filing was attained by lowering switched access charges and implementing a usage-based component to SS7 service. Both Switched Access and SS7 are deregulated services. Therefore, Mr. Lafferty's allegations are unfounded. The only "subsidy" issue that is present in this proceeding is the subsidy Illuminet and other third party providers had been receiving from IXCs and others who were paying for signaling message costs as part of their switched access rates prior to Qwest restructuring its SS7 rates. Qwest's restructure was implemented to put a stop to that inappropriate subsidy and to assess costs associated with using the SS7 network upon all those who use it - including Illuminet and other third party signaling providers.

AGENCY STATUS
ON PAGES 19 AND 20 OF HIS TESTIMONY, MR. FLORACIZ ALLEGES
THAT ILLUMINET IS AN AGENT OF ITS CARRIER/CUSTOMERS FOR
THE PURCHASE OF SS7. IS HE CORRECT?

A. NO. Illuminet is not an agent of its carrier/customers
for SS7. In response to Qwest’s Interrogatory Number
40, Citizens and ELI both stated that the Letters of
Agency (LOA) authorized Illuminet to use their point
codes. See Exhibits 505 and 506. The LOAs, however, go
no further. The LOAs provide no additional
authorization to Illuminet for the purchase of signaling
on their behalf. See Exhibits 507 and 508.

Q. DO COMPLAINANTS FAIRLY CHARACTERIZE THE SCOPE OF
ILLUMINET’S AUTHORITY GRANTED IN THE LOAs?

A. No. Mr. Florack would like Qwest to expand the
authority provided under the Letters of Agency (LOA) to
allow Illuminet to take advantage of the billing
arrangements its customers have with Qwest for
voice/data traffic, such as ELI’s Interconnection
Agreement.

Q. WHAT IS THE BASIS FOR STATING THAT COMPLAINANTS HAVE
MISCBARACTERIZED THE SCOPE OF ILLUMINET’S AUTHORITY?

A. As Mr. Lafferty correctly points out in Lines 18-19 on
Page 11 of his testimony, the LOA was initiated by
Qwest. Qwest witness Joe Craig explained in his Direct
Testimony that Qwest requires proof from Illuminet that its customers have authorized its use of their point codes. (Qwest only requires LOAs from its third party provider signaling customers.) In actuality, Qwest never requested Illuminet provide proof it was authorized to purchase SS7 services for its carrier/customers. Illuminet has never negotiated with Qwest for signaling services, nor does Illuminet have an Interconnection Agreement with Qwest. Illuminet purchases SS7 services from Qwest’s Access Services Catalog, and as stated elsewhere, Qwest does not negotiate the terms of its Catalog. At no time has Illuminet negotiated with Qwest, on behalf of ELI or any other CLEC or wireless provider, SS7 message rates as part of an Interconnection Agreement. Rather, Illuminet’s customer, ELI, negotiated its own Interconnection Agreement with Qwest and elected to purchase SS7 from Illuminet rather than out of its Interconnection Agreement.

Q. DOES MR. LAFFERTY MAINTAIN THAT THE LOA’S AUTHORIZE ILLUMINET TO PURCHASE SS7 SERVICES THROUGH INTERCONNECTION AGREEMENTS?

A. Yes. For example, in Mr. Lafferty’s testimony at Page 11, Lines 11-19, he states:
Many LECs have entered into a contract with a third party provider, such as Illuminet, to serve as their agent with respect to SS7 signaling services contemplated under the ICA (Interconnection Agreement) with Qwest.

On Page 12, Mr. Lafferty further alleges:

ELI believes that as its agent, Illuminet stands in the shoes of ELI for SS7 message signaling pursuant to the ICA . . .

Q. DOES QWEST HAVE AN INTERCONNECTION AGREEMENT WITH ILLUMINET OR ANY OTHER THIRD PARTY SIGNALING PROVIDER?

A. No, because third party providers such as Illuminet are not local service providers and as such, do not qualify for Section 251 interconnection treatment. Illuminet is not a telecommunications carrier as defined under the Act and, thus, cannot enter into an Interconnection Agreement with Qwest. Similarly, it does not qualify for infrastructure sharing under Section 259 of the Act. Thus, Illuminet is not entitled to purchase SS7 as an Unbundled Network Element ("UNE") at wholesale rates approved by the Idaho Commission. Illuminet must purchase SS7 out of Qwest's Access Services Catalog.

Q. DOES QWEST HAVE INTERCONNECTION AGREEMENTS WITH OTHER PARTIES IN THIS CASE?
A. Yes, Qwest has an Interconnection Agreement with ELI,' however, ELI chose to purchase SS7 from Illuminet, rather than Qwest. As a result, terms of the ELI Interconnection Agreement and other billing arrangements such as reciprocal compensation or bill-and-keep, do not apply. Illuminet’s Co-Complainants are not Qwest’s customers for SS7 services.

Q. DOES MR. LAFFERTY CLAIM THAT SIGNALING ASSOCIATED WITH LOCAL SERVICE SHOULD BE COVERED BY THE TERMS OF CLECS’ (SUCH AS ELI) INTERCONNECTION AGREEMENTS?

A. Yes. Mr. Lafferty refers several times in his testimony to the fact that he believes ELI’s Interconnection Agreement should apply for signaling associated with local calls rather than the SS7 rates which appear in the Access Services Catalog.

Q. DOES ELI’S INTERCONNECTION AGREEMENT WITH QWEST CONTAIN A SIGNALING PROVISION?

A. Yes. Section (E) provides the signaling provision. It provides the terms and conditions, rate elements and ordering information. The signaling charges, including per message usage charges, are set forth in part I of the Agreement. See Exhibit 509.

7 Qwest also has an Interconnection Agreement with the CLEC affiliate of Citizens, not a party to this case.
Q. DO THE SIGNALING RATES SET FORTH IN PART I OF ELI'S INTERCONNECTION AGREEMENT APPLY IN THIS CASE, AS MR. LAFFERTY CONTENDS?

A. No. As stated previously, ELI has chosen not to purchase SS7 from its Interconnection Agreement with Qwest, but from Illuminet instead.

Q. DOES THE ELI INTERCONNECTION AGREEMENT ALLOW ILLUMINET TO ACT AS ELI'S AGENT FOR THE PURCHASE OF SS7 SERVICES?

A. No. Section (A)3.23 of ELI's Interconnection Agreement with Qwest excludes third party beneficiaries. Specifically, third parties are afforded no "remedy, claim, liability, reimbursement, cause of action, or other privilege." See Exhibit 510.

Q. DOES ILLUMINET'S ATTEMPT TO UTILIZE ITS CARRIER/CUSTOMERS' INTERCONNECTION AGREEMENTS POSE PROBLEMS UNDER THE ACT?

A. Yes. Conveying authority to Illuminet as ELI describes in Mr. Lafferty's testimony (Lafferty, Page 11, Lines 11-19) is contrary to the intents and purposes of the Act. In order to do so, the Commission would have to carve out a special class of customer simply to circumvent application of a valid Catalog. As indicated elsewhere in this testimony, Illuminet is not entitled to Section 251 Interconnection Agreement status.
Furthermore, granting Illuminet this status would force Qwest to discriminate between customers in the same class, i.e. those other customers purchasing out of the Catalog. That would be inequitable.

ELI cannot circumvent the Act by simply claiming that Illuminet is acting on its behalf for the purpose of purchasing signaling services. The fact of the matter is that Qwest does not have a relationship with ELI for SS7 services and Illuminet is not authorized to purchase SS7 on its behalf from the Interconnection Agreement.

Q. ARE THERE OTHER PROBLEMS WITH THE AGENCY RELATIONSHIP AS ALLEGED BY MR. FLORACK?

A. Yes, there are several additional reasons that Mr. Florack’s agency allegations should be dismissed. Mr. Florack is apparently making the assumption that just because a CLEC or wireless provider has an Interconnection Agreement with Qwest, it must purchase SS7 signaling out of that Interconnection Agreement. This is certainly an option, but as stated earlier in this testimony, as well as in my Direct Testimony, CLECs and wireless providers may also purchase signaling as a finished service out of Qwest’s Access Services Catalog, or from a third party provider such as Illuminet.
Additionally, Mr. Florack overlooks the fact that Illuminet is Qwest's customer. Illuminet's customers, such as Complainants ELI, Citizens and the ITA in this case, are not Qwest's customers for SS7 service. They have chosen to purchase SS7 from Illuminet, and thus Qwest has no relationship with them regarding SS7. CLECs such as ELI certainly have the option of having an SS7 relationship with Qwest by purchasing SS7 out of their Interconnection Agreements, but are under no obligation to do so. For Illuminet to infer that Qwest should utilize the Interconnection Agreement to bill a CLEC or wireless provider for a service they have not ordered from Qwest out of that Agreement is inappropriate.

Q. MR. FLORACK SUGGESTS A COMPLEX PROCESS BY WHICH QWEST MAY IDENTIFY ILLUMINET'S CLEC CARRIER/CUSTOMERS SO THAT CHARGES MAY BE ASSESSED DIRECTLY TO THOSE CLECS THROUGH THEIR RESPECTIVE INTERCONNECTION AGREEMENTS. PLEASE COMMENT.

A. In addition to the fact that Illuminet's carrier/customers are not Qwest's customers for SS7 services, as explained above, there is no need to go through all of the gyrations suggested by Mr. Florack,
as the existing options available to CLECs are fully sufficient to allow accurate billing for SS7.

Q. SHOULD INTERCONNECTION AGREEMENTS BE A CONSIDERATION IN THIS CASE?

A. No. In this case, Illuminet is Qwest's customer for SS7 services. - not ELI or Citizens or ITA. Illuminet is not a CLEC or a wireless provider; therefore, it cannot purchase out of an Interconnection Agreement. Furthermore, Illuminet is not an agent of its customers and, as such, cannot stand in the shoes of its customers for the purpose of purchases signaling out of an interconnection agreement.

Illuminet and other third party signaling providers purchase services out of Qwest's Access Services Catalog. Because Illuminet purchases out of the Catalog, it is required to pay Catalog rates. ELI has chosen not to purchase SS7 out of its Interconnection Agreements. Thus, the Interconnection Agreements are not applicable.

Q. THE COMPLAINTANTS IN THIS CASE DISCUSS VARIOUS FORMS OF BILLING ARRANGEMENTS AND AGREEMENTS. (E.G., MR. LAFFERTY ON PAGES 20-23 AND MR. FLORACK ON PAGE 27, LINES 18-25.) IS THIS APPROPRIATE CONSIDERATION?
A. No, that discussion is entirely irrelevant to the key issues at hand: 1) Illuminet is Qwest's customer for SS7 services; 2) Illuminet purchases SS7 services out of the Access Services Catalog; 3) the Access Services Catalog is valid; and 4) Illuminet should pay for the services it receives from Qwest. Previously, Illuminet was not paying for SS7 costs to the degree it was using the service. The new rate structure appropriately assigns costs to the cost causer. If CLECs want to purchase SS7 out of their Interconnection Agreements, they certainly have that option and Qwest is more than willing to enter into some sort of mutual billing relationship with them for SS7 services. The terms of the mutual billing arrangement, of course, would have to be negotiated as part of the Interconnection Agreement. Furthermore, as explained above, Illuminet is not a party to the Interconnection Agreements between Qwest and the CLEC Complainants. Therefore, any arrangements made through those respective Interconnection Agreements would not apply to Illuminet.

Q. ACCORDING TO MR. FLORACK ON PAGE 10, LINES 20-29 - PAGE 11, LINES 1-2, QWEST REALIZES BENEFITS FROM THE EXISTENCE OF THIRD PARTY SS7 PROVIDERS SUCH AS ILLUMINET. PLEASE COMMENT.
A. This **statement** is simply another smokescreen designed to confuse the central issue in this proceeding. Illuminet is not acting on Qwest's behalf as a signaling aggregator. Illuminet’s **customers** in this case are ELI, Citizens and the ITA. Illuminet offers no perceivable benefit to Qwest. If Illuminet was not in business, SS7 messages would still set up and take down, calls would still be completed, and end **users** would still have telephone service. Illuminet is, to be very frank, in the business to make money and it has done so in the past by capitalizing on a rate structure that allowed it to use the SS7 network without being appropriately charged. Illuminet has utilized Qwest's signaling network without paying rates commensurate for services received. There is no benefit to Qwest in that.

**REVENUE NEUTRALITY**

Q. **DO THE COMPLAINANTS CONFUSE THE ISSUE OF REVENUE NEUTRALITY ASSOCIATED WITH QWEST’s RESTRUCTURE OF ITS SS7 RATES?**

A. Yes. Mr. Lafferty confuses the issue of revenue neutrality for Qwest overall with the issue of revenue neutrality for a particular customer: Qwest has made no
claim that the establishment of discrete SS7 rates would be revenue neutral with respect to individual customers. The rate impacts felt by individual customers is determined by how they connect with Qwest and by what services they purchase. The overall bill will go up for some customers and down for others. (At this point in time, Illuminet has not and is not paying Qwest for SS7 services rendered.)

Qwest also can make no claim as to the effect of customers changing their network connections as a result of business decisions they may make as a result of these changes. Qwest does, however, attest that the revenues generated by the new rate elements have been offset by reductions in switching rate elements, i.e., local switching and tandem switching, as well as carrier common line minutes of use rates. Qwest is not double billing for these rate elements and is not double recovering any costs. The revenue neutral nature of Qwest’s action in Idaho is consistent with the revenue neutral filing at the federal level. The data request responses provided by Qwest' clearly show the SS7 Access Services Catalog revisions were revenue neutral, which I have described above.
Q. IS THE SS7 RESTRUCTURE REVENUE NEUTRAL WITHIN THE STATE OF IDAHO?  (LAFFERTY, PAGE 17, LINES 12-14)

A. Yes. Qwest utilized Idaho-specific demand in its revenue neutral calculation. Qwest demonstrated this to Complainants in its response to ITA Request No. 49, specifically Confidential Attachment A to that response. The SS7 restructure is revenue neutral.

Q. MR. FLORACK PROVIDES A DESCRIPTION OF QWEST’S SOUTHERN IDAHO ACCESS CATALOG.  (FLORACK, PAGE 14, LINES 5-8.) IS HIS DESCRIPTION ACCURATE?

A. No. Qwest's Access Services Catalog applies to Carrier Common Line, Switched Access, Expanded Interconnection Service, and other miscellaneous services (emphasis added). Qwest's SS7 product is not an "exchange access" product (i.e., toll). Qwest specifically denied this allegation by Complainants in its response to data request Number 28. (See Exhibit 511.) Qwest's SS7 product is an "access" product, meaning that it facilitates "access" into Qwest’s SS7 network.

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6 see, for example, Qwest’s response to ITA 01-049.
Q. WHY IS IT APPROPRIATE FOR SS7 CHARGES TO APPEAR IN QWEST’S ACCESS SERVICES CATALOG?

A. The FCC defined SS7 as an access service (in Part 69 rules) and it was therefore implemented in the FCC Access Services Tariff, and similarly implemented in the Southern Idaho Access Services Catalog. The Catalog contains services that are offered on a wholesale rather than a retail basis. Non-exchange access (non-toll) services such as DS1 and DS3 are also available through the Idaho Access Services Catalog. Feature Group services are billed via access minutes of use rates for all traffic that goes over the trunks regardless of whether it is local, EAS, intralATA/intrastate or interLATA/intrastate. The Idaho Access Services Catalog is not limited to toll providers, nor their provision of toll services, as Mr. Florack interprets.

Q. THE COMPLAINANTS PROTEST THAT QWEST, IN ESTABLISHING THE SS7 CHARGES, DID NOT NEGOTIATE THE NEW SS7 CHARGES WITH ELI PRIOR TO IMPLEMENTATION. (LAFFERTY, PAGE 24, LINES 4-7) SHOULD QWEST HAVE DONE SO?

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9 Qwest Corporation Access Services Catalog, Section 1, Page 1, Effective 9-21-01.
10 In his testimony, Mr. Lafferty indicated he references the Interconnection Agreement between U S WEST and ELI to "help illustrate the implications of Qwest’s new SS7 message signaling charges for CLECs." (Lafferty, Footnote 4.)
A. No. Illuminet purchases SS7 services out of the Access Services Catalog. The Catalog sets out standard pricing; it is not negotiated with carriers. Qwest negotiated SS7 rates with ELI as part of the Interconnection Agreement negotiations. However, because ELI chose to purchase SS7 services from a third party, i.e., Illuminet, rather than from its Interconnection Agreement, these negotiated rates do not apply.

The Complainants’ testimony in this proceeding is filled with misleading allegations and assertions designed to camouflage the true issue at hand. Illuminet has been benefiting from an outdated and archaic rate structure and has shared that benefit with its carrier/customers. Illuminet is now faced with paying charges aligned with services received. It's as simple as that.

CONCLUSION

Q. WOULD YOU PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY?

A. Yes. Illuminet is Qwest’s customer for the purchase of ss7. Illuminet provides SS7 services to certain of the other Complainants in this case. 'Qwest lawfully
revised its Catalog to establish discrete SS7 rate elements to ensure that the customers using SS7 services were paying for them. Illuminet should not be allowed to circumvent these charges.

Billing arrangements and Interconnection Agreements Qwest may have with CLECs and wireless providers have absolutely no bearing in this proceeding, as ELI, the only Idaho CLEC participating in this proceeding, chose not to purchase SS7 services out of its Interconnection Agreement. Instead, ELI chose to purchase SS7 from Illuminet and Illuminet is not a party to the billing arrangements and Interconnection Agreement between ELI and Qwest. Illuminet has purchased SS7 services out of Qwest’s Access Services Catalog, the charges within that Catalog are valid, and Illuminet should be required to pay for signaling services provided by Qwest and denied any refund. The Commission should find that the application of Qwest's Idaho Access Services Catalog is fair and equitable.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?
A. Yea.
BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION, CITIZEN TELECOMMUNICATIONS COMPANY OF IDAHO, CENTURY TEL OF IDAHO, CENTURY TEL OF THE GEM STATE, POTLATCH TELEPHONE COMPANY And ILLUNINET, INC.

Complainants

VS.

QWEST COMMUNICATIONS, INC.

Respondent

EXHIBITS TO THE REBUTTAL TESTIMONY OF SCOTT A. MCINTYRE QWEST CORPORATION

OCTOBER 18, 2002
## TABLE OF EXHIBITS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Exhibit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITA Interrogatory Response No. 3</td>
<td>503</td>
</tr>
<tr>
<td>Qwest Response to ITA Interrogatory No. 49</td>
<td>504</td>
</tr>
<tr>
<td>CONFIDENTIAL</td>
<td></td>
</tr>
<tr>
<td>Citizens Response to Qwest Interrogatory No. 40</td>
<td>505</td>
</tr>
<tr>
<td>ELI's Response to Qwest Interrogatory No. 40</td>
<td>506</td>
</tr>
<tr>
<td>Citizens/Illuminet Letter of Agency</td>
<td>507</td>
</tr>
<tr>
<td>ELI/Illuminet Letter of Agency</td>
<td>508</td>
</tr>
<tr>
<td>Excerpt - ELI/Qwest Interconnection Agreement</td>
<td>509</td>
</tr>
<tr>
<td>Excerpt - ELI/Qwest Interconnection Agreement</td>
<td>510</td>
</tr>
<tr>
<td>Qwest Response to ITA Interrogatory No. 28</td>
<td>511</td>
</tr>
</tbody>
</table>
EXHIBIT NO. 503
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO, CENTURYTEL OF
IDAHO, CENTURYTEL OF THE GEM STATE,
POTLATCH TELEPHONE COMPANY and
ILLUMINET, INC.

COMPLAINANTS, IDAHO TELEPHONE
ASSOCIATION’S RESPONSES TO
RESPONDENT’S FIRST SET OF
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

vs.

QWEST COMMUNICATIONS, INC.,

RESPONDENT.

Idaho Telephone Association ("ITA"), by and through its attorneys of record Givens Pursley LLP, hereby submits the following responses to Respondent’s First Set of Interrogatories and Request for Production of Documents. All answers were prepared by Conley Ward, attorney for the ITA.

INTERROGATORY NO. 1: Identify each member of ITA and describe whether each member operates as an ILEC or as a CLEC in the state of Idaho.

RESPONSE TO INTERROGATORY NO. 1: Silver Star Telephone Company, Inc. (ILEC); Columbine Telephone Company, Inc., d/b/a Teton Telecom (ILEC); Project Mutual Telephone Cooperative Association, Inc. (ILEC & CLEC); Custer Telephone Cooperative, Inc. (ILEC); Mud Lake Telephone Cooperative Association, Inc. (ILEC); Fremont Telcom Co.
Farmers Mutual Telephone Company, Ltd. (ILEC); Filer Mutual Telephone (ILEC); Inland Telephone Company (ILEC); Midvale Telephone Exchange, Inc. (ILEC); Direct Communications Rockland, Inc. (ILEC); Rural Telephone Company (ILEC); Albion Telephone Company (ILEC); and Cambridge Telephone Company (ILEC).

**INTERROGATORY NO. 2:** To the extent that any ITA member operates as both an ILEC and a CLEC please identify each corporate entity operating within Idaho and explain which entity(s) operate as ILEC’s and which as CLECs.

**RESPONSE TO INTERROGATORY NO. 2:** Project Mutual’s ILEC and CLEC operations are conducted by one entity. In addition, the following companies have CLEC affiliates or sister companies operating in Idaho: Fremont Telcom (Fretel Communications, LLC), Cambridge Telephone (CTC Telecom, Inc.), and Midvale Telephone (Rural Network Services, Inc.).

**INTERROGATORY NO. 3:** For each ITA member explain how it provides SS7 signaling to its end use customers.

**RESPONSE TO INTERROGATORY NO. 3:** Fremont Telcom uses Illuminet for SS7 services. Farmers Mutual uses Illuminet for its wireless traffic only. Filer Mutual uses Qwest. Inland Telephone is located in northern Idaho and is therefore not relevant to this proceeding. All other ITA members use Syringa Networks LLC for SS7 signaling.

**INTERROGATORY NO. 4:** Referencing paragraph 17 of the Complaint, identify each CLEC referenced therein and identify the exact provision in each interconnection agreement that is alleged violated.

**RESPONSE TO INTERROGATORY NO. 4:** The ITA does not know how many interconnection agreements exist between Qwest and Idaho CLECs, nor is it privy to the...
language included in those contracts, all of which are presumably in Qwest’s possession. With respect to interconnection agreements with ITA members or affiliates, the ITA believes that direct or indirect billing for SS7 signaling for local or EAS calls is a violation of paragraphs 5.1 and 5.4.1.1 of the attached interconnection agreements between Qwest and Project Mutual Telephone Cooperative Association, Inc. (Exhibit A), CTC Telecom, Inc. (Exhibit B), and Rural Network Services, Inc. (Exhibit C). To the extent that similar provisions are contained in other interconnection agreements between Qwest and Idaho CLECs, the ITA believes that direct or indirect billing for SS7 signaling for local or EAS calls is likewise a violation of those agreements.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Produce each document ITA intends to offer in evidence at the hearing in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1: The Complainants will file with the Commission, and serve upon Qwest, their pre-filed testimony and exhibits they intend to offer at hearing on this matter, their rebuttal/responsive testimony and exhibits required in light of Qwest’s pre-filed testimony and any hearing exhibits that support the allegations contained in the Complaint that initiated this proceeding. In addition, please see the attached contracts identified in Response to Interrogatory No. 4 (above).

Respectfully submitted this 6th day of September 2002.

GIVENS PURSLEY LLP

[Signature]

Conley Ward
EXHIBIT NO. 504
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
INTERVENOR: IDAHO TELEPHONE ASSOC, CITIZENS TELECOM CO OF ID, CENTURYTEL OF ID, CENTURYTEL OF THE GEM STATE, POTLATCH TELEPHONE CO and ILLUMINET, INC.

REQUEST NO: 049

Did Qwest reduce its access rates and revenues in Idaho when it unbundled SS7 signaling from its existing access rates? If so, identify which rate elements were reduced, how Qwest selected the rate elements to be reduced, and how Qwest calculated the reductions (including, but not limited to, the demand calculations used by Qwest).

RESPONSE:

Yes.

Qwest reduced the end office local switching, carrier common line and tandem switching rate elements. These elements were selected because the signaling before unbundling was recovered on a minute of use-basis and reducing these elements was appropriate from that respect.

Please see Confidential Attachment A which is the pricing spreadsheet that was used to calculate revenue neutrality.

Confidential Attachment A will be provided upon execution of an appropriate protective agreement.

Respondent: Herb Ruprecht
EXHIBIT NO. 505
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION,
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO, CENTURYTEL
OF IDAHO, CENTURY TEL OF THE
GEM STATE, POTLATCH TELEPHONE
COMPANY and ILLUMINET, INC.
Complainants

QWEST CORPORATION,
Respondent.

CASE NO. QWE-T-02-11
CITIZENS TELECOMMUNICATIONS
COMPANY OF IDAHO'S RESPONSES
TO QWEST'S FIRST SET OF
INTERROGATORIES

GENERAL OBJECTIONS: Citizens Telecommunications Company of Idaho ("CTC-Idaho") generally objects to Qwest Corporations' ("Qwest") first set of interrogatories (the "Interrogatories") on the grounds that the Interrogatories are vague,
RESPONSE TO INTERROGATORY NO. 39: See General Objections which are incorporated by reference. Without waiving said objections, Qwest is referred to paragraph 15 which references Illuminet's customers, not customers of CTC-Idaho.

INTERROGATORY NO. 40: Do you contend that Illuminet is your agent? If so, describe the scope of authority you granted to Illuminet, the instrument granting agency, the date of date and the date when such agency will expire.

RESPONSE TO INTERROGATORY NO. 40: See General Objections which are incorporated by reference. Without waiving said objections, the answer to the first question is yes. As Qwest is aware, Qwest requires Illuminet to provide Letters of Agency ("LOA") from CTC-Idaho and to file such LOAs with Qwest prior to Qwest loading within its network the necessary point code information that specifically identifies CTC-Idaho's switches. See Illuminet's Response to Qwest Interrogatory No. 28.

INTERROGATORY NO. 41: Please describe in detail and with particularity the action taken by you, including but not limited to discussions had with any federal or state commissions or regulatory staff and comments or other pleading submitted, relating to the Federal Communications review and adoption of FCC Tariff No. 5. (See In re US West Petition to Establish Part 69 Rate Elements for SS7 Signaling, Order, DA 99-1474, CCB/CPD 99-37 (re. Dec. 23, 1999).

RESPONSE TO INTERROGATORY NO. 41: See General Objections which are incorporated by reference. CTC-Idaho objects to this Interrogatory as ambiguous and
EXHIBIT NO. 506
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

| IDAHO TELEPHONE ASSOCIATION, CITIZENS TELECOMMUNICATIONS COMPANY OF IDAHO, CENTURYTEL OF IDAHO, CENTURY TEL OF THE GEM STATE, POTLATCH TELEPHONE COMPANY and ILLUMINET, INC. | CASE NO. QWE-T-02-11 |
| QWEST CORPORATION, | ELECTRIC LIGHTWAVE, INC.'S RESPONSES TO QWEST'S FIRST SET OF INTERROGATORIES |

Complainants

Respondent.

GENERAL OBJECTIONS: Electric Lightwave, Inc. ("ELI") generally objects to Qwest Corporations' ("Qwest") first set of interrogatories (the "Interrogatories") on the grounds that the Interrogatories are vague, ambiguous, irrelevant, unduly

ELECTRIC LIGHTWAVE, INC.'S RESPONSES TO QWEST'S FIRST SET OF INTERROGATORIES - 1
INTERROGATORY NO. 39: Referencing paragraph 15 of the Complaint, identify all competitors of your customers that are placed at a competitive advantage by Qwest's application of SS7 signaling charges to intrastate traffic and describe the alleged "prejudice or competitive disadvantage" that is suffered by your customers.

RESPONSE TO INTERROGATORY NO. 39: See General Objections which are incorporated by reference. Without waiving said objections, Qwest is referred to paragraph 15 which references Illuminet's customers, not customers of ELI.

INTERROGATORY NO. 40: Do you contend that Illuminet is your agent? If so, describe the scope of authority you granted to Illuminet, the instrument granting agency, the date of date and the date when such agency will expire.

RESPONSE TO INTERROGATORY NO. 40: See General Objections which are incorporated by reference. Without waiving said objections, the answer to the first question is yes. As Qwest is aware, Qwest requires Illuminet to provide Letters of Agency ("LOA") from ELI and to file such LOAs with Qwest prior to Qwest loading within its network the necessary point code information that specifically identifies ELI's switches. See Illuminet's response to Qwest Interrogatory No. 28.

INTERROGATORY NO. 41: Please describe in detail and with particularity the action taken by you, including but not limited to discussions had with any federal or state commissions or regulatory staff and comments or other pleading submitted, relating to the Federal Communications review and adoption of FCC Tariff No. 5. (See In re US
EXHIBIT NO. 507
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
TO:        US WEST
FROM:     CITIZENS COMMUNICATIONS
DATE:     05-27-99
SUBJ:     LETTER OF AGENCY.

CITIZENS COMMUNICATIONS is authorizing ILLUMINET to conduct all negotiations and issu
orders for ISUP TRUNKING for point codes listed below in all US WEST LATA's.

POINT CODES

218-190-002

This letter will remain in effect until rescinded in writing by CITIZENS COMMUNICATIONS.

Sincerely, Steven C. Hatfield.

[Signature]
TO: US WEST
FROM: CITIZENS COMMUNICATIONS
DATE: 01-04-01
SUBJ: LETTER OF AGENCY

CITIZENS COMMUNICATIONS is authorizing ILLUMINET to conduct all negotiations and issue orders for ISUP TRUNKING for point codes listed below in all US WEST LATA POINT CODES:


This letter will remain in effect until rescinded in writing by CITIZENS COMMUNICATIONS.

Sincerely, Steven C. Hatfield.

Signature On File
EXHIBIT NO. 508
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
TO: U S West

FROM: Electric Lightwave, Inc.

DATE: December 2, 1999

SUBJECT: Letter of Agency

Electric Lightwave, Inc. is authorizing Illuminet to conduct all negotiations and issue orders for ISUP services for the point codes listed below for all U S West LATAs.

- 003-007-009
- 003-011-194
- 216-262-202
- 216-262-204
- 004-015-098
- 004-013-099
- 216-220-201
- 216-170-202
- 406-011-192
- 003-011-193
- 003-015-096
- 003-015-097
- 003-007-008
- 003-007-010

This letter of Agency will remain in effect until rescinded in writing by Electric Lightwave, Inc.

Sincerely,

Cheryl Pratt
ELI - Long Distance Network Planning
LOCAL INTERCONNECTION AGREEMENT

BETWEEN

U $ WEST COMMUNICATIONS, INC.

AND

ELECTRIC LIGHTWAVE, INC.

FOR

IDAHO
(E)14.2.4 ELI must place the associated trunk orders prior to the establishment or deployment of Line Class Codes.

(E)14.2.5 Line Class Codes are deployed in specific End Offices.

(E)14.3 Billing

(E)14.3.1 Development of a Line Class Code is billed on an individual case basis for each switch in which a new Line Class Code is installed.

(E)14.3.2 Installation of a Line Class Code is billed on an individual case basis for each switch in which it is installed.

(E)14.4 Ordering Process

(E)14.4.1 ELI must issue a Service Inquiry form detailing the routing and facility requirements for Customized Routing prior to a pre-order meeting with USW. Refer to the New Customer Questionnaire for a copy of the Service Inquiry.

(E)14.4.2 After the Service Inquiry form is completed and provided to USW, the pre-order meeting will be established to provide USW with the comprehensive network plan, specific custom routing requirements and desired due dates.

(E)14.4.3 USW will provide ELI a detailed time and cost estimate thirty (30) business days after the pre-order meeting. After the time and cost estimate is provided and any appropriate trunk orders are issued, ELI will issue an LSR for Line Class Code development and implementation. Refer to the Interconnect & Resale Resource Guide.

(E)15. Common Channel Signaling Capability/SS7

(E)15.1 Description

(E)15.1.1 Common Channel Signaling Capability/SS7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

(E)15.1.2 The signaling information is used by ELI for:

Faster call set-up and tear down

Holding times reduced
Development of unique routing and control information

Leaving voice path open while using the signaling path for call set-up as well as network management data.

(E)15.1.3 Optional Features of CCSAC/SS7 are dependent on specific ELI design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

(E)15.2 Terms and Conditions

(E)15.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on ELI's design requirements. All of ELI's unbundled design elements are subject to facility requirements identified below.

(E)15.2.2 At a minimum, transport facilities must exist from ELI's Point of Presence or Signaling Point of Interface (SPOI) to the identified USW STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using UNEs defined in this Part E above.

(E)15.2.3 ELI's CCSAC/SS7 design requirements will include, but are not limited to:

(E)15.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a USW STP Port is required at a DS0 level.

(E)15.2.3.2 Specific Point Code detail including the identification of ELI's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP]) requirements.

(E)15.2.3.3 All signaling routing requirements must be identified in ELI's design. Information will include industry standard codes identifying USW end offices, tandems, sub-tending end offices and STPs to be included in the designed unbundled signaling arrangement.

(E)15.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

(E)15.2.4.1 Both USW and ELI are obligated to follow existing industry standards as described in Telcordia
documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and USW Technical Publication 77342.

(E)15.2.4.2 ELI's switch or network SS7 node must meet industry and USW certification standards.

(E)15.2.4.3 Transport as identified above must be provisioned at a minimum DS1 capacity at ELI's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

(E)15.2.4.4 CPN will be delivered by ELI to USW in accordance with FCC requirements.

(E)15.2.4.5 Carrier Identification Parameter (CIP) will be delivered by ELI to USW in accordance with industry standards, where technically feasible.

(E)15.2.4.6 Provisions relating to call related databases (i.e. 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in Part F of this Agreement.

(E)15.3 Rate Elements

Rates for the unbundled CCSAC/SS7 elements designed by ELI will be on an individual case basis (ICB) based on ELI's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the USW signaling network. Messages which are transient in nature (not destined for USW databases) will be assessed message rates. Pricing detail is provided in Part I of this Agreement. Possible rate elements for unbundled CCSAC/SS7 elements could include, but are not limited to:

(E)15.3.1 Nonrecurring Rates

CCSAC Option Activation Charge -- Assessed for adding or changing a point code in the signaling network. The specific application being requested determines the specific charge application of either basic or database. In addition, this charge will be billed based on the first and each additional point code requested on the same order.

(E)15.3.2 Recurring Rates

(E)15.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

(E)15.3.2.2 Signal Formulation Charge - assessed per call set-up request (ISUP), for formulating signaling messages at
the USW end office or USW tandem in association with call set-up.

(E)15.3.2.3 Signal Transport Charge - assessed per call set-up request (ISUP) that is transported between the USW STP and a USW end office or tandem switch associated with call set-up. Also assessed per data request (TCAP) transported to or from a USW STP and destined for a foreign database.

(E)15.3.2.4 Signal Switching Charge - assessed per call set-up request (ISUP) that is switched at the USW STP. Also assessed per data request (TCAP) switched at the USW STP and destined for a foreign network or database.

(E)15.4 Ordering

(E)15.4.1 CCSAC/SS7 unbundled ELI-designed elements will initially require design information from ELI. Ordering for CCSAC/SS7 will be handled on an individual case basis, using service activation meetings between ELI and USW. ELI will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

(E)15.4.2 USW will provide jeopardy notification, Design Layout Reports, Completion Notification, and Firm Order Confirmation in a non-discriminatory manner.

(E)15.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

(E)15.4.4 The service order interval will begin when a complete and accurate ASR is received by USW.

(E)16. Additional Unbundled Elements

ELI may request nondiscriminatory access to, and where appropriate, development of additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.
### Part I - Rates

<table>
<thead>
<tr>
<th>CLASS - Selective Call</th>
<th>1.25%</th>
<th>12.50%</th>
<th>P.U.C. Oregon No. 26, Section 10, p. 14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rejection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS - Anonymous call</td>
<td>1.25%</td>
<td>12.50%</td>
<td>P.U.C. Oregon No. 26, Section 10, p. 14</td>
</tr>
<tr>
<td>Rejection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Park (Store &amp; Retrieve)</td>
<td>0.0005</td>
<td>8.52%</td>
<td>Iowa Tariff No. 5, Section 10, p. 8</td>
</tr>
<tr>
<td>Message Waiting Indication A/V</td>
<td>0.0056</td>
<td>8.52%</td>
<td>Iowa Tariff No. 5, Section 10, p. 10</td>
</tr>
</tbody>
</table>

#### Subsequent Order Charge
- $6.375

#### Digital Line Side Port (Supporting BRI ISDN)
- $8.565

#### First Port
- $138.565

#### Each Additional Port
- $138.565

#### Digital Trunk Port

#### DS1 Local Message Trunk $168.96

#### Message Trunk Group, First Trunk
- $139.455

#### Message Trunk Group, Each
- $4.32

#### DS1 PRI ISDN Trunk Port $194.10

#### Local Usage, per Minute of Use
- $0.0029

### Shared Transport

#### Per Minute of Use-TELRIC
- $0.00134

#### Minute of Use - Market Based Rate
- Under Development

#### Customized Routing
- N/A

#### Development of Custom Line Class Code - Directory Assistance or Operator Service Routing Only
- N/A

#### Installation Charge, per switch Code - Directory Assistance or Operator Service Routing Only
- N/A

#### All Other Custom Routing
- ICB

#### Common Channel Signaling/SS7

- STP Port -per Signal $0.0020
- Message
- CCSAC Options Activation Charge

#### Basic Translations

- First Activation, per order $53.59
- Each Additional Activation, per order $3.66
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>CCSAC Options Database</strong></td>
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<tr>
<td>Translations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- First Activation, per order</td>
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<td>$60.91^4</td>
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<tr>
<td>- Each Additional Activation, per order</td>
<td>N/A</td>
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<td>- Signal Formulation, ISUP, per call set-up request</td>
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<td>- Signal Transport, ISUP, per call set-up request</td>
<td>$0.00073^4</td>
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<tr>
<td>- Signal Transport, TCAP, per data request</td>
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<td>- Signal Switching, ISUP, per call set-up request</td>
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<tr>
<td>- Signal Switching, TCAP, per data request</td>
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<td><strong>Interim Number Portability</strong></td>
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<tr>
<td>Remote Call Forwarding – First Number</td>
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<td>$2.43^4</td>
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<td>Remote Call Forwarding – Each Additional Number</td>
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<td>Number Port Remote Call Forward Service Establishment, per Route, per Switch</td>
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<td>$27.93^4</td>
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<td>Number Port Remote Call Forward Service Establishment, Additional Number Ported (or Changes to Existing Numbers)</td>
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<td>$14.00^4</td>
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<td>Number Port Direct Inward Dial per Number Ported</td>
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<td>ICB</td>
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<tr>
<td>Number Port Direct Inward Dial Set-up Charge per Route, per Switch</td>
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<td>ICB</td>
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<tr>
<td>Number Ported Directory Number Route Index per Number Ported</td>
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<td>ICB</td>
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<tr>
<td>Number Ported Directory Number Route Index Set-Up Charge per Route Switch</td>
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<td>ICB</td>
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<tr>
<td>Number Ported Directory Number Route Index per Number Ported</td>
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<td>$2.18^4</td>
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<tr>
<td>Coordinated Out of Hours Cut - non Sunday/Holiday</td>
<td></td>
<td>$29.86 per Hr. per Person^4</td>
</tr>
<tr>
<td>Coordinated Out of Hours Cut - Sunday/Holiday</td>
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<td>$36.87 per Hr. per Person^4</td>
</tr>
<tr>
<td><strong>LNP (Local Number Portability)</strong></td>
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<td>- LNP Queries</td>
<td>See FCC Tariff #5</td>
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<tr>
<td>911/E911</td>
<td>No Charge</td>
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</tbody>
</table>

*June 22, 2000/fnd/El/E-idaho-final.doc
CDS-000612-0162/c*
EXHIBIT NO. 510
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
LOCAL INTERCONNECTION AGREEMENT

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

ELECTRIC LIGHTWAVE, INC.

FOR

IDAHO
(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting from or otherwise generated in connection with its activities at the work locations. Subject to limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, employees, contractors, agents and its own affiliates, and (ii) the acts of its own affiliates, contractors and agents during the performance of obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.24 Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, ELI practice, USW practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, ELI practice, USW practice, or publication of industry standards. The existing configuration of either Party’s network may not
EXHIBIT NO. 511
CASE NO. QWE-T-02-11

S. McIntyre; Qwest Corporation
INTERVENOR: IDAHO TELEPHONE ASSOC., CITIZENS TELECOM CO OF ID, CENTURYTEL OF ID, CENTURYTEL OF THE GEM STATE, POTLATCH TELEPHONE CO and ILLUMINET, INC.

REQUEST NO: 028

Does Qwest consider the offering of access to its SS7 facilities under the Service Catalog to be "exchange access" as that term is defined in 47 U.S.C. § 153(16)?

RESPONSE:

Qwest objects to this request on the grounds that it is vague, overbroad, and not reasonably calculated to lead to the discovery of admissible evidence. Qwest also objects to this request as it calls for a legal conclusion. Notwithstanding these objections, Qwest answers no.

Respondent: Don Lewis, Manager
CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of October, 2002, I served QWEST CORPORATION'S REBUTTAL TESTIMONY OF SCOTT A. MCINTYRE as follows:

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jewell@puc.state.id.us

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Gail Long, Manager
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Oregon City, OR 97045-1566

QWEST CORPORATION'S DIRECT TESTIMONY OF JOSEPH CRAIG AND SCOTT A. MCINTYRE