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**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**

**KARLA J. QUINTANA**

**QWEST CORPORATION**

**December 3, 2002**





1 carrier. The otherwise simple entry of Syringa into  
2 Qwest's Local Exchange Routing Guide ("LERG") data base  
3 took weeks to finalize because of difficulty in  
4 characterizing Syringa's operations.

5 **Q. DID YOU DISCUSS SS7 WITH SYRINGA AT THAT TIME?**

6 A. No. My first discussion with any Syringa representative  
7 about SS7 did not occur until March, 2002.

8 **Q. TO YOUR KNOWLEDGE DID SYRINGA DISCUSS SS7 WITH ANYONE  
9 ELSE AT QWEST PRIOR TO THAT TIME?**

10 A. Not to my knowledge, no.

11 **Q. DOES SYRINGA HAVE A CONTRACT WITH QWEST CONCERNING HOW  
12 THE TWO COMPANIES WILL INTERCONNECT AND EXCHANGE SS7  
13 MESSAGES?**

14 A. No it does not.

15 **Q. HOW, THEN, IS SYRINGA PURCHASING SS7 SERVICES FROM  
16 QWEST?**

17 A. Syringa is utilizing an old SS7 services contract  
18 executed in 1995 between Qwest and a company called  
19 "System Seven". Syringa has never executed any SS7  
20 services contract with Qwest, and, the System Seven  
21 contract with Qwest was never assigned to Syringa.

22 **Q. HOW IS IT THAT SYRINGA CAME TO USE THE SYSTEM SEVEN SS7  
23 CONTRACT?**

1 A. In March of this year, Charles Creason first contacted  
2 me to discuss SS7 service arrangements for Syringa. He  
3 identified Syringa as a "LEC consortium" that "does not  
4 engage in regulated local exchange access services or  
5 activities, and has not been certified as a competitive  
6 local exchange carrier." Mr. Creason stated that  
7 Syringa had purchased System Seven and that he wanted to  
8 establish links from Qwest's SS7 network to the Syringa  
9 STPs, canceling the links from Qwest's SS7 network to  
10 the System Seven STPs.

11 **Q. SINCE YOU HAD PREVIOUSLY WORKED WITH SYRINGA, DID YOU**  
12 **KNOW THAT IT HAD PURCHASED SYSTEM SEVEN?**

13 A. No. This contact was the first time I had heard that  
14 System Seven had been sold.

15 **Q. WHAT WAS YOUR RESPONSE TO MR. CREASON'S REQUESTS?**

16 A. I told him that I needed to check with the SS7 product  
17 management personnel since I was aware that the product  
18 had been restructured, and I was not certain how a  
19 company like Syringa would purchase SS7 services.

20 **Q. WHY DID YOU NOT JUST OFFER MR. CREASON THE SAME SS7**  
21 **CONTRACT THAT QWEST HAD EXECUTED WITH SYSTEM SEVEN?**

22 A. I did not offer Syringa the same contract for a number of  
23 reasons. First, Qwest had executed the System Seven SS7  
24 contract on February 7, 1995, prior to the passage of the

1 Telecommunications Act of 1996 and prior to the FCC  
2 issuing is Access Reform Order allowing incumbents to  
3 unbundle SS7. Second, Qwest had typically reserved the  
4 type of SS7 services contract offered to System Seven for  
5 ILECs. Third, since October of 2001, Qwest was no longer  
6 offering to any party, including ILECs, the type of  
7 contract that System Seven had executed. Finally, Qwest  
8 had already restructured its Idaho SS7 product offering  
9 in June 2001 and was determining a course of action  
10 regarding all contracts that were not in accordance with  
11 the catalog restructure, which included the type of SS7  
12 contract Qwest had executed with System Seven.

13 **Q. YOU STATED THAT SYSTEM SEVEN CONTRACT WAS A TYPE**  
14 **TYPICALLY OFFERED ONLY TO ILECs. DO YOU UNDERSTAND THAT**  
15 **SYSTEM SEVEN WAS AN ILEC?**

16 A. No. It is my understanding that System Seven was  
17 another, "ILEC consortium".

18 **Q. DO YOU KNOW WHY SYSTEM SEVEN WAS OFFERED THAT CONTRACT?**

19 A. No, I was not involved in offering that contract to  
20 System Seven and the person who signed the copy that Mr.  
21 Creason attached to his testimony has left the Company.  
22 In fact I never saw that contract until I was asked to  
23 review Mr. Creason's testimony. It is not in my files.

1 I will note, however, that in 1995 the distinctions that  
2 are so familiar now between various types of  
3 telecommunications companies and the rules that apply to  
4 them were not part of the way we did business then.

5 **Q. WITH THE OLD SS7 CONTRACT NO LONGER BEING OFFERED, WAS**  
6 **QWEST STILL ABLE TO OFFER SS7 SERVICES TO SYRINGA?**

7 A. Yes. I discussed with Mr. Creason and Mr. Hettinger of  
8 the Martin-Group, a Syringa consultant, that Syringa  
9 needed to purchase SS7 services out of Qwest's  
10 tariff/catalog because Syringa was not a  
11 telecommunications carrier.<sup>1</sup> Mr. Creason later decided  
12 that Syringa did not want to purchase SS7 services out  
13 of Qwest's interstate tariff and intrastate catalog and  
14 asked me whether Syringa could utilize System Seven's  
15 contract since Syringa was the purchaser of Syringa.

16 **Q. HOW DID QWEST RESPOND TO THAT REQUEST?**

17 A. I inquired of the product manager how Qwest should  
18 handle this issue. At that point the Infrastructure  
19 Sharing Agreements (ISAs) that have now been offered to  
20 Idaho ILECs were not yet approved for release, so we had  
21 no alternative to offer the members of this "ILEC  
22 consortium". As a result, it was decided that, on an

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<sup>1</sup> See Direct Testimony Pages 3 and 24 of Qwest Witness Scott McIntyre for a discussion of the treatment for non-telecommunications carriers.

1 interim basis, Syringa could use the System Seven  
2 agreement in a kind of grandfathered status, i.e. they  
3 could not change or reconfigure the services offered  
4 under that contract. This meant, for example, that  
5 Syringa would not be permitted to establish links from  
6 Qwest's SS7 network to the new Syringa STPs and cancel  
7 the links to the System Seven STPs.

8 **Q. YOU INDICATED THAT YOU WERE ASKED TO REVIEW MR.**  
9 **CREASON'S TESTIMONY. DID YOU REVIEW ANY OTHER TESTIMONY**  
10 **IN THIS CASE?**

11 A. Yes. I reviewed Mr. Creason's direct testimony and Scott  
12 McIntyre's direct and rebuttal testimony.

13 **Q. DO YOU AGREE WITH MR. CREASON'S CHARACTERIZATION THAT**  
14 **MR. MCINTYRE'S TESTIMONY WAS INACCURATE AND MISLEADING?**

15 A. No. Mr. McIntyre is correct that Syringa, like  
16 Illuminet, is a third-party SS7 provider and that, as a  
17 third-party SS7 provider, Syringa should purchase SS7  
18 services out of Qwest's Access Services Catalog. Mr.  
19 McIntyre is also correct that Syringa has not done so.  
20 However, he was mistaken in that Syringa is not  
21 purchasing SS7 services through Project Mutual.

22 **Q. WAS IT REASONABLE FOR MR. MCINTYRE TO MISTAKE THAT**  
23 **SYRINGA WAS PURCHASING SS7 SERVICES THROUGH PROJECT**  
24 **MUTUAL?**

1 A. Yes. As I have indicated, the SS7 relationship between  
2 Qwest and Syringa is unlike any other wholesale account  
3 that I am aware of. Qwest receives SS7 messages from  
4 Syringa even though Syringa has not executed a contract  
5 with Qwest for the purchase of SS7 services. In  
6 addition, there are very strong ties between Syringa and  
7 Project Mutual. Nearly all of my contacts with Syringa  
8 have been through Mr. Creason who, of course, is also a  
9 representative of Project Mutual. And, as Mr. Creason  
10 admits, Syringa's SS7 equipment is located in Project  
11 Mutual's central office. Thus, all the SS7 messages  
12 that Qwest receives from Syringa contain the point codes  
13 associated with Project Mutual's STPs.

14 **Q. MR. CREASON IMPLIES ON PAGES 5 AND 6 OF HIS TESTIMONY**  
15 **THAT HE DID NOT SEEK TO AVOID PAYING THE SS7 RATES QWEST**  
16 **ESTABLISHED IN ITS CATALOG. IS THAT ACCURATE?**

17 A. No. I received an email from Mr. Creason on April 4,  
18 2002 wherein he stated that he understood Qwest would be  
19 provisioning the links Syringa requested under the  
20 tariff/catalog rather than the System Seven contract and  
21 that as such he needed to pin down the exact pricing. I  
22 gave Mr. Creason all information necessary for him to  
23 place an order under Qwest's tariff/catalog, as well as  
24 a contact name and phone number to begin the ASR

1 process. On April 25, 2002, Mr. Creason left me a  
2 voicemail asking if he could leave the existing SS7  
3 arrangement under the System Seven contract in place  
4 because of the economics involved, i.e., the message  
5 usage charges would be assessed under the tariff/catalog  
6 but not under the System Seven contract.

7 **Q. SO MR. CREASON WAS AWARE OF QWEST'S SS7 SERVICES AS**  
8 **RESTRUCTURED IN ITS ACCESS SERVICES CATALOG?**

9 A. Yes. I exchanged several emails with Mr. Creason and  
10 Mr. Hettinger between April 23, 2002 and April 25, 2002.  
11 Specifically, Mr. Hettinger inquired about the message  
12 usage charges contained in the tariff/catalog and how  
13 the rates were applied.

14 **Q. IS IT REASONABLE FOR MR. CREASON TO ALLEGE IN HIS**  
15 **TESTIMONY ON PAGE 8 THAT SYRINGA CANNOT DETERMINE**  
16 **WHETHER QWEST IS CHARGING SYRINGA MESSAGE USAGE CHARGES?**

17 A. No. Mr. Creason knows that Syringa was never assessed  
18 SS7 message usage charges under the System Seven  
19 contract. In fact, that was the very reason why he did  
20 not want to purchase out of Qwest's tariff/catalog.  
21 Under the System Seven contract, Qwest billed Syringa  
22 only a flat monthly rate for the entrance facility, the  
23 direct link transport, and the STP port. At no time did

1 Qwest charge Syringa (or System Seven) SS7 message usage  
2 charges.

3 **Q. HAS QWEST CANCELLED THE QWEST/SYSTEM SEVEN SS7 CONTRACT?**

4 A. Yes. Qwest has now cancelled the SS7 contract executed  
5 with System Seven.

6 **Q. WHY WAS THAT CONTRACT CANCELLED?**

7 A. It is my understanding that the contract is inconsistent  
8 with the restructure of Qwest's Access Services Catalog,  
9 which is the subject of this case. Also I understand  
10 that the ILECs that make up the "ILEC consortium" may be  
11 eligible for ISAs that would continue to provide them  
12 with SS7 signaling without incurring per message  
13 charges, if they choose to take that option. That option  
14 wasn't available when it was decided to allow Syringa to  
15 continue under the old System Seven contract.

16 **Q. IN ATTEMPTING TO CANCEL THE OLD CONTRACT, DID QWEST  
17 INITIALLY SEND A CANCELLATION LETTER TO PROJECT MUTUAL  
18 RATHER THAN TO SYSTEM SEVEN?**

19 A. Yes. As I previously testified, there was confusion  
20 regarding Syringa's purchase of SS7 services from Qwest.  
21 With most SS7 customers, Qwest deals with one entity  
22 name. With Syringa, Qwest was dealing with three  
23 different entity names since the contract was with  
24 System Seven and the point codes associated with the SS7

1 messages were from Project Mutual, and Mr. Creason, who  
2 was associated with all of these entities, was  
3 attempting to position Syringa to take over for System  
4 Seven. The original letter was sent to Mr. Creason at  
5 Project Mutual. When we became aware of the mistake,  
6 the notice canceling the letter was sent to Mr. Creason  
7 at System Seven at the same address, since our records  
8 show System Seven and Project Mutual as having the same  
9 address.

10

11

#### CONCLUSION

12 **Q. WOULD YOU PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY?**

13 A. Yes. It is my job to work with Idaho independent  
14 companies and attempt to meet their needs for various  
15 Qwest services including SS7. However, it wasn't until  
16 March of this year that I became aware that Syringa was  
17 providing SS7 services to Idaho ILECs. When I became  
18 aware of this, I advised Mr. Creason that Syringa would  
19 need to purchase SS7 out of the Qwest Access Services  
20 Catalog. However, because he was reluctant and because  
21 Qwest had no other alternative to offer ILECs at that  
22 time, I eventually agreed, on an interim basis, to allow  
23 Syringa to carry on under an old contract that was  
24 executed with a company that Syringa apparently

1 purchased sometime earlier. Now that alternatives are  
2 available to ILECs, Qwest has cancelled the old  
3 contract. This unusual history makes it very easy to  
4 mistake who is actually providing SS7 to certain Idaho  
5 ILECs. The confusion is heightened by the fact, among  
6 others, that the STP used by Syringa resides in Project  
7 Mutual's switch giving all Syringa SS7 messages Project  
8 Mutual's identification codes.

9 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

10 A. Yes.