BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO TELEPHONE ASSOCIATION, ) CASE NO. QWE-T-02-11
CITIZEN TELECOMMUNICATIONS )
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
IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND CURRENT POSITION.

A. My name is Karla J. Quintana. I am employed by Qwest Corporation as a Senior Process Analyst in Wholesale Markets. My work address is 1005 17th Street, Room 950, Denver, Colorado 80202-1976.

Q. PLEASE REVIEW YOUR EDUCATION, WORK EXPERIENCE, AND PRESENT RESPONSIBILITIES.

A. I have 23 years service with Qwest and have worked in various departments including Operator Services, Finance, Capacity Provisioning and Carrier Marketing now referred to as Wholesale Markets. My present responsibilities are as ILEC Service Manager in the states of Colorado, Idaho, Montana, Utah and Wyoming. I am actively involved with the independent local exchange carriers (ILECs) on their network requirements, such as switch conversions, SS7 conversions, fiber placement and electronics upgrades and any miscellaneous issues that arise.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN IDAHO OR OTHER STATES IN QWEST’S TERRITORY?

A. No.

Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS
Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
A. The purpose of my testimony is to respond to the October 21, 2002 “Direct” Testimony filed by Charles H. Creason on behalf of the Idaho Telephone Association.

Q. WHEN DID YOU FIRST BECOME AWARE OF SYRINGA NETWORKS LLC?
A. I first became aware of Syringa Networks LLC (Syringa) in August of 2001 when they were putting in a large fiber facility in southern Idaho. Syringa contacted me to work on changing the meet points that were then in existence between Qwest and various Idaho ILECs so that the ILECs could use Syringa facilities for transport across the state instead of Qwest facilities.

Q. WAS THERE ANYTHING UNUSUAL ABOUT THOSE NEGOTIATIONS?
A. Well to me it was unusual because it was always difficult to pin down exactly what kind of an entity Syringa claimed to be. At times its representatives seemed to want to characterize it as simply a group of ILECs that should be treated in the way Qwest would treat the ILECs themselves. At other times, it appeared Syringa preferred to position itself as a another kind of entity altogether, namely a long-haul or “carriers’”
carrier. The otherwise simple entry of Syringa into Qwest’s Local Exchange Routing Guide (“LERG”) data base took weeks to finalize because of difficulty in characterizing Syringa’s operations.

Q. DID YOU DISCUSS SS7 WITH SYRINGA AT THAT TIME?
A. No. My first discussion with any Syringa representative about SS7 did not occur until March, 2002.

Q. TO YOUR KNOWLEDGE DID SYRINGA DISCUSS SS7 WITH ANYONE ELSE AT QWEST PRIOR TO THAT TIME?
A. Not to my knowledge, no.

Q. DOES SYRINGA HAVE A CONTRACT WITH QWEST CONCERNING HOW THE TWO COMPANIES WILL INTERCONNECT AND EXCHANGE SS7 MESSAGES?
A. No it does not.

Q. HOW, THEN, IS SYRINGA PURCHASING SS7 SERVICES FROM QWEST?
A. Syringa is utilizing an old SS7 services contract executed in 1995 between Qwest and a company called “System Seven”. Syringa has never executed any SS7 services contract with Qwest, and, the System Seven contract with Qwest was never assigned to Syringa.

Q. HOW IS IT THAT SYRINGA CAME TO USE THE SYSTEM SEVEN SS7 CONTRACT?
A. In March of this year, Charles Creason first contacted me to discuss SS7 service arrangements for Syringa. He identified Syringa as a “LEC consortium” that “does not engage in regulated local exchange access services or activities, and has not been certified as a competitive local exchange carrier.” Mr. Creason stated that Syringa had purchased System Seven and that he wanted to establish links from Qwest’s SS7 network to the Syringa STPs, canceling the links from Qwest’s SS7 network to the System Seven STPs.

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

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

Q. WHAT WAS YOUR RESPONSE TO MR. CREASON’S REQUESTS?

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

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

A. I did not offer Syringa the same contract for a number of reasons. First, Qwest had executed the System Seven SS7 contract on February 7, 1995, prior to the passage of the
Telecommunications Act of 1996 and prior to the FCC issuing is Access Reform Order allowing incumbents to unbundle SS7. Second, Qwest had typically reserved the type of SS7 services contract offered to System Seven for ILECs. Third, since October of 2001, Qwest was no longer offering to any party, including ILECs, the type of contract that System Seven had executed. Finally, Qwest had already restructured its Idaho SS7 product offering in June 2001 and was determining a course of action regarding all contracts that were not in accordance with the catalog restructure, which included the type of SS7 contract Qwest had executed with System Seven.

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

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

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

A. No, I was not involved in offering that contract to System Seven and the person who signed the copy that Mr. Creason attached to his testimony has left the Company. In fact I never saw that contract until I was asked to review Mr. Creason’s testimony. It is not in my files.
I will note, however, that in 1995 the distinctions that are so familiar now between various types of telecommunications companies and the rules that apply to them were not part of the way we did business then.

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

A. Yes. I discussed with Mr. Creason and Mr. Hettinger of the Martin-Group, a Syringa consultant, that Syringa needed to purchase SS7 services out of Qwest’s tariff/catalog because Syringa was not a telecommunications carrier.¹ Mr. Creason later decided that Syringa did not want to purchase SS7 services out of Qwest’s interstate tariff and intrastate catalog and asked me whether Syringa could utilize System Seven’s contract since Syringa was the purchaser of Syringa.

Q. HOW DID QWEST RESPOND TO THAT REQUEST?

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

¹ See Direct Testimony Pages 3 and 24 of Qwest Witness Scott McIntyre for a discussion of the treatment for non-telecommunications carriers.
interim basis, Syringa could use the System Seven agreement in a kind of grandfathered status, i.e. they could not change or reconfigure the services offered under that contract. This meant, for example, that Syringa would not be permitted to establish links from Qwest’s SS7 network to the new Syringa STPs and cancel the links to the System Seven STPs.

Q. YOU INDICATED THAT YOU WERE ASKED TO REVIEW MR. CREASON’S TESTIMONY. DID YOU REVIEW ANY OTHER TESTIMONY IN THIS CASE?

A. Yes. I reviewed Mr. Creason’s direct testimony and Scott McIntyre’s direct and rebuttal testimony.

Q. DO YOU AGREE WITH MR. CREASON’S CHARACTERIZATION THAT MR. MCINTYRE’S TESTIMONY WAS INACCURATE AND MISLEADING?

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

Q. WAS IT REASONABLE FOR MR. MCINTYRE TO MISTAKE THAT SYRINGA WAS PURCHASING SS7 SERVICES THROUGH PROJECT MUTUAL?
A. Yes. As I have indicated, the SS7 relationship between Qwest and Syringa is unlike any other wholesale account that I am aware of. Qwest receives SS7 messages from Syringa even though Syringa has not executed a contract with Qwest for the purchase of SS7 services. In addition, there are very strong ties between Syringa and Project Mutual. Nearly all of my contacts with Syringa have been through Mr. Creason who, of course, is also a representative of Project Mutual. And, as Mr. Creason admits, Syringa’s SS7 equipment is located in Project Mutual’s central office. Thus, all the SS7 messages that Qwest receives from Syringa contain the point codes associated with Project Mutual’s STPs.

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

A. No. I received an email from Mr. Creason on April 4, 2002 wherein he stated that he understood Qwest would be provisioning the links Syringa requested under the tariff/catalog rather than the System Seven contract and that as such he needed to pin down the exact pricing. I gave Mr. Creason all information necessary for him to place an order under Qwest’s tariff/catalog, as well as a contact name and phone number to begin the ASR.
process. On April 25, 2002, Mr. Creason left me a
voicemail asking if he could leave the existing SS7
arrangement under the System Seven contract in place
because of the economics involved, i.e., the message
usage charges would be assessed under the tariff/catalog
but not under the System Seven contract.

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

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

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

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

Q. HAS QWEST CANCELLED THE QWEST/SYSTEM SEVEN SS7 CONTRACT?
A. Yes. Qwest has now cancelled the SS7 contract executed with System Seven.

Q. WHY WAS THAT CONTRACT CANCELLED?
A. It is my understanding that the contract is inconsistent with the restructure of Qwest’s Access Services Catalog, which is the subject of this case. Also I understand that the ILECs that make up the “ILEC consortium” may be eligible for ISAs that would continue to provide them with SS7 signaling without incurring per message charges, if they choose to take that option. That option wasn’t available when it was decided to allow Syringa to continue under the old System Seven contract.

Q. IN ATTEMPTING TO CANCEL THE OLD CONTRACT, DID QWEST INITIALLY SEND A CANCELLATION LETTER TO PROJECT MUTUAL RATHER THAN TO SYSTEM SEVEN?
A. Yes. As I previously testified, there was confusion regarding Syringa’s purchase of SS7 services from Qwest. With most SS7 customers, Qwest deals with one entity name. With Syringa, Qwest was dealing with three different entity names since the contract was with System Seven and the point codes associated with the SS7
messages were from Project Mutual, and Mr. Creason, who was associated with all of these entities, was attempting to position Syringa to take over for System Seven. The original letter was sent to Mr. Creason at Project Mutual. When we became aware of the mistake, the notice canceling the letter was sent to Mr. Creason at System Seven at the same address, since our records show System Seven and Project Mutual as having the same address.

CONCLUSION

Q. WOULD YOU PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY?

A. Yes. It is my job to work with Idaho independent companies and attempt to meet their needs for various Qwest services including SS7. However, it wasn’t until March of this year that I became aware that Syringa was providing SS7 services to Idaho ILECs. When I became aware of this, I advised Mr. Creason that Syringa would need to purchase SS7 out of the Qwest Access Services Catalog. However, because he was reluctant and because Qwest had no other alternative to offer ILECs at that time, I eventually agreed, on an interim basis, to allow Syringa to carry on under an old contract that was executed with a company that Syringa apparently
purchased sometime earlier. Now that alternatives are
available to ILECs, Qwest has cancelled the old
contract. This unusual history makes it very easy to
mistake who is actually providing SS7 to certain Idaho
ILECs. The confusion is heightened by the fact, among
others, that the STP used by Syringa resides in Project
Mutual’s switch giving all Syringa SS7 messages Project
Mutual’s identification codes.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.