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May 6, 2003

**VIA HAND DELIVERY**

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Boise, ID 83702-5983

**RE: Docket No. QWE-T-02-11**

Dear Ms. Jewell:

Enclosed for filing with this Commission is an original and seven (7) copies of Qwest's **PETITION FOR RECONSIDERATION**.

Attachment E to the Petition is considered confidential and proprietary and is being filed under separate cover with this Commission. Copies of the confidential attachment will be provided to the parties who have executed the Protective Agreement.

If you have any questions, please contact me. Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary S. Hobson".

Mary S. Hobson

:blg

Enclosures

cc: Service List

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**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

QWEST CORPORATION<sup>1</sup>,

Respondent.

CASE NO.: QWE-T-02-11

**PETITION FOR RECONSIDERATION  
OF ORDER NO. 29219**

**(Oral Argument Requested)**

<sup>1</sup> The Complaint names Qwest Communications, Inc. as the Respondent, but the proper party is Qwest Corporation.

**I. INTRODUCTION**

Qwest, Corporation (“Qwest”), pursuant to Idaho Code §61-626 and Commission rule of procedure 331, I.D.A.P.A 31.01.01.331, respectfully requests that the Idaho Public Utilities Commission (“Commission”) reconsider its decision in this matter as set forth in Order No. 29219 (“Order”). Qwest contends that the Order is unreasonable, unlawful, erroneous and not in conformity with law. Qwest has attached a document that identifies each of these errors. *See Attachment A.*

Due to the highly interrelated nature of the numerous errors of fact and law, Qwest has endeavored to group them into themes that will be the focus of this Petition: (1) the Commission committed a manifest error of law by retaining jurisdiction over all aspects of the complaint, particularly as it relates to the rates for SS7 signaling used in the provision of intraLATA toll traffic; (2) assuming the Commission had jurisdiction to reach Complainants’ issues as they relate to SS7 messaging charges associated with intraLATA toll traffic, the Commission erred in finding those charges unreasonable and improper; and (3) Qwest has uncovered new and additional evidence that (a) Illuminet was fully aware of the content and import of the Idaho Access Service Catalog (“Catalog”) for months before it was filed; (b) before filing the Catalog, Qwest informed Illuminet that it was not acting as an “agent” of its customers; and (c) Qwest provided a copy of the Catalog to Illuminet before filing it with the Commission. Despite these facts, Illuminet ordered SS7 services out of the Catalog and waited for over one year to file the instant complaint. As such, Illuminet should be estopped from complaining about payment of historical charges under the Catalog.<sup>2</sup>

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<sup>2</sup> Qwest does not discuss all of its legal arguments in this Petition for Reconsideration beyond listing them in Attachment A. If reconsideration is granted, Qwest will develop a supplemental factual record, the nature of which is reflected in the affidavits of Mr. Linse, Ms. Kuder, and Ms. Kaufman-Prentice and will seek additional opportunity to brief the Commission and present oral argument.

Qwest therefore respectfully requests that the Commission grant reconsideration; order a supplemental evidentiary hearing; evaluate whether Illuminet's was acting as an agent for its customers; and evaluate the evidence on the issues assigned as errors of fact on Attachment A including whether Illuminet knew of the terms of the Catalog in advance. Qwest also respectfully requests the Commission find it is without jurisdiction to regulate signaling over any type of toll traffic pursuant to Title 62, based upon the legal authorities presented in this Petition, as well as evidence to be presented at the supplemental evidentiary hearing that will clarify the application of the jurisdictional statutes. Finally, Qwest respectfully requests that the Commission permit additional briefing on the issues identified as errors of law on Attachment A as well as any other legal issues that might arise as a result of the supplemental hearing.

To the extent the Commission grants Qwest's requested reconsideration, the Commission should vacate the Order, especially the provisions that require: Qwest to "withdraw the revisions it made to its Access Catalog effective June 1, 2001, and refile it only after providing the means to identify the interLATA toll traffic properly subject to the SS7 message charges. . . ."; "Qwest may not collect from Complainants" for certain services purchased from the Catalog"; and that "the Commission has jurisdiction over [all aspects of] the Complaint."

## **II. LEGAL STANDARD APPLICABLE TO THIS PETITION FOR RECONSIDERATION**

Commission rule of procedure 331, I.D.A.P.A 31.01.01.331, and Idaho Code § 61-626 provide that the Commission has the authority to grant Qwest the relief it seeks. Specifically:

Petitions for reconsideration must set forth specifically the ground or grounds why the petitioner contends that the order or rule is unreasonable, unlawful, erroneous or not in conformity with the law, and a statement of the nature and quantity of evidence or argument the petitioner will offer if reconsideration is granted.

\* \* \*

The petition or cross-petition must state whether the petitioner or cross-petitioner requests reconsideration by evidentiary hearing, written briefs, comments or interrogatories.

The Commission may grant reconsideration by rehearing if it intends to take additional evidence or oral argument. *In re PacifiCorp dba Utah Power & Light Co.* 2002 WL 2005754, \*3 (Idaho P.U.C.). Reconsideration provides an opportunity for an aggrieved party to bring to the Commission's attention any question previously determined or omitted in a matter. Likewise, reconsideration provides the Commission with an opportunity to rectify any mistake or omission. *Id.* See e.g., *In re U S WEST Communications, Inc.*, 167 P.U.R. 4<sup>th</sup> 576, 1996 WL 131168 (Idaho P.U.C.) (new evidence taken on reconsideration); *In re Packsaddle Dev. Corp.*, 1996 WL 303808, \*3 (Idaho P.U.C.) (new evidence taken on reconsideration).

Qwest requests that the Commission grant reconsideration by evidentiary hearing on four topics that, although not well developed in the record to this point, appeared central to the Commission's Order. First, the Commission should consider the history of deployment of SS7 technology in Idaho and how those facts establish whether SS7 was ever a Title 61 service subject to the Commission's jurisdiction. Second, the Commission should consider how the operation of Qwest's FCC-approved tariff at the interstate level demonstrates the appropriateness of the SS7 message charges for intraLATA toll. Third, the Commission should consider the history of Qwest's interactions with Illuminet before Qwest filed the Catalog, which history will directly conflict with the Commission's finding that Qwest acted "unilaterally" and without "discussion" of the signaling charges with affected customers. *Order at p. 16.* Fourth, the Commission should evaluate whether Illuminet truly held itself out as an "agent" of its customers.

The purpose of an application for rehearing is to afford parties an opportunity to allow the Commission to rectify any manifest error before the matter is appealed. *Washington Water*

*Power Co. v. Kootenai Env'tl Alliance*, 99 Idaho 875, 878, 591 P 2d. 122, 125 (1979). Qwest respectfully requests that the Commission grant rehearing to take additional evidence as described here and more fully in the affidavits of Ms. Char Kuder (*Attachment B*), Ms. Julie Kaufman-Prentice (*Attachment C*)<sup>3</sup> and Mr. Philip Linse (*Attachment D*). This will allow the Commission to rectify mistakes of fact and law that underlie Order No. 29219. In addition, Qwest asks that the Commission reconsider whether it has jurisdiction over Qwest's provision and sale of SS7 services that underlie toll calls.

Given the substantial factual and legal issues presented in this Petition, Qwest filed its Motion to Stay on May 5, 2003, respectfully requesting that the Commission stay the effect of the Order pending reconsideration and, if necessary, appeal.

### **III. LEGAL ARGUMENT**

#### **A. The Commission Lacks Jurisdiction to Set *De Facto* Rates for the Signaling Associated With Toll Calls.**

The Commission's Order is contradictory insofar as it claims jurisdiction over disputes involving toll traffic. The Commission recognizes it "cannot set prices for . . . particular service[s]" – specifically toll services – yet the Commission claims to have jurisdictional authority over a dispute about proper "application of those charges." *Order at p. 6*. Based on this purported jurisdiction, the Commission found Qwest's "SS7 message charges . . . unfair and unreasonable." *Order at p. 11*. Finding a rate "unfair and unreasonable" is tantamount to setting the rate. A rate is either beyond the scope of the Commission or it is not. The Commission cannot have it both ways.

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<sup>3</sup> Ms. Kaufman-Prentice's affidavit was submitted as Attachment A to Qwest's Motion for Stay filed May 5, 2003. An additional copy is filed as an attachment to Qwest's Petition as a convenience to the Commission.

The law is clear that the Commission does not have this authority. Specifically, in 1989, U S WEST Communications, Inc. (“U S WEST”) utilized Idaho Code § 62-604 to exclude all of its services, other than basic local exchange services, from regulation pursuant to Title 61, Idaho Code, and to make them subject to Chapter 6, Title 62, Idaho Code. Once U S WEST’s Title 62 election became effective, the Commission no longer had the jurisdictional authority to (1) set the rates for services other than basic local exchange service or (2) control the Company’s level of earnings. No one disputes this central tenet. The Commission should therefore reconsider and modify its decision as a matter of law insofar as it negated Qwest’s ability to charge Catalog rates for SS7 messaging involved with originating or terminating a toll call. *See Order at pp. 15-16* (mid-span meet billing) *and p. 18* (originating toll traffic).

1. **SS7, especially insofar as it is necessary to send/receive toll calls, is a service offered under Title 62, Idaho Code.**

The Commission attempts to extend its jurisdiction by claiming that “any telecommunications service that was subject to regulation under Title 61 before July 21, 1988, can be reviewed by the Commission . . . .” *Order at p. 7*. As a result, the Commission held that “[u]ntil Qwest filed its revised Access Catalog, SS7 signaling was not separated from the traffic with which it was associated, including local traffic. . . . Qwest’s unilateral decision to unbundle local traffic did not by itself convert that component of local services into an unregulated Title 62 service outside the reach of the Commission.” *Order at pp. 7-8*. Qwest is prepared to present new evidence that (1) Qwest has always charged wholesale customers for SS7 signaling separately even for local transmission, and (2) Qwest never offered SS7 signaling as a service before July 21, 1988 and therefore is a Title 62 service outside of Commission purview.

This case concerns changes to Qwest’s Catalog effective June 1, 2001; specifically, per-message charges for the signaling that pass over the Qwest SS7 network. Prior to June 2001,

Illuminet purchased facilities from Qwest for the purpose of provisioning SS7 signaling (Tr. 226 (Florack)). Illuminet purchased links and ports out of the Qwest Catalog. These links and ports were used for all call types, local, EAS, wireless, and toll. The rates for these links and ports were not intertwined with the underlying service. This is an undisputed point, but the Commission's Order appears to have overlooked its ramifications.

New evidence presented with this Petition shows the Commission *never regulated* SS7 as a Title 61 service, and when SS7 was introduced wholesale customers always purchased it separately from the services it supported. While the transition from Title 61 to Title 62 occurred in 1989, SS7 was first introduced in Idaho in the early 1990's. *Linse Affidavit* at ¶¶7-8. SS7 was first used in a market trial on February 18, 1991. SS7 was first offered as a new *Title 62 service* in Qwest's Access Service Catalog in 1993. *Linse Affidavit* at ¶¶9-10. Even then other companies, such as the Complainants in this case, did not use SS7 as a means of setting up calls that originated from or terminated to Qwest. *Linse Affidavit* at ¶12. The Complainants began to deploy SS7 over the years that followed. Companies who wanted to deploy SS7 purchased signaling as separate service from the Access Service Catalog. These companies bought new connections – links and ports to Qwest's SS7 network – and sent and received SS7 messages over this new network. Indeed, Illuminet's witness, Paul Florack, testified, "Of course, the SS7 network is separate in the sense that it is composed of switches and transmission facilities, which are used solely for signaling and which carry no end user traffic." Tr. 245. All of these purchases, which made access to that signaling network possible, were made from the Qwest Title 62 Access Services Catalog – the very Catalog at issue and the very Title that precludes the Commission from regulating rates.

What changed with the June 1, 2001 Access Services Catalog revision was not a separation of SS7 signaling from the underlying traffic as the Order states, *Order at p. 7*, but rather the addition of *usage* charges to the existing facilities charges for *all* customers who used the network. *Linse Affidavit* at ¶¶15-16. The record is clear that Qwest has always imposed *usage* charges for SS7 signaling. The only difference being that before June 1, 2001, one subset of users – interexchange carriers – paid for SS7 usage in the form of per minute access charges. Tr. 398.

These new facts establish that SS7 is, by necessity, a Title 62 service. These new facts establish SS7 has always had its own rate structure, and has always been sold to wholesale customers separately from the underlying service. These new facts establish that the Commission’s Order is nothing more than an attempt to set rates for a service over which it has no jurisdictional authority. The Commission should grant reconsideration, and order a supplemental hearing to hear evidence on this important subject.

**2. The Commission lacks jurisdiction over these SS7 messages where they support toll traffic.**

The Commission’s Order recognizes it does not have authority to regulate services associated with toll calls, *Order at p. 6*, yet then finds it has the ability to set SS7 rates because to find otherwise could “leave injured parties with no remedy.”<sup>4</sup> *Order at p. 6*. In fact, conspicuously absent from the Order is language that the Commission has such jurisdiction over signaling associated with toll traffic. Instead, the Order appears to rest entirely on the determination that the Commission retains jurisdiction over local exchange service: “First, as

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<sup>4</sup> There is nothing in the record that demonstrates Complainants lacked other forums in which to bring their claims. It goes without saying that if the Commission does not have jurisdiction, parties with disputes would not have a remedy *at the Commission*. However, it does not follow that to the extent any of the Complainants had a legal theory why Qwest should not be allowed to charge for SS7 messages that use its network they could not seek remedy from a court of competent jurisdiction.

already noted, a large part of the Complainants' issues relate to Qwest's pricing and billing for signaling separately from the local calls with which they are associated. The Commission in its review of those issues is not constrained by statute." *Order at p. 6.*

The law is clear that the Commission cannot confer jurisdiction on itself unless specifically authorized by statute:

As a general rule, administrative authorities are tribunals of limited jurisdiction and their jurisdiction is entirely dependent upon the statutes reposing power in them and they cannot confer it on themselves, although they may determine whether they have it. If the provisions of the statute are not met and compliance is not had with the statutes, no jurisdiction exists.

*Kootenai*, 99 Idaho at 879. The Commission acknowledges it has no statutory authority to set rates for toll traffic. Yet that is exactly what it did when it found the rates for Qwest's SS7 services unjust and unreasonable.

The obvious limitation on the Commission's jurisdiction is entirely overlooked in the Order. The Commission recognized that "even under Title 62 regulation, the Commission regulates the price, terms and conditions by which Qwest offers basic local exchange service." Even assuming that the Legislature ceded jurisdiction to the Commission over SS7 message charges associated with basic local exchange service traffic, the Order offers no explanation how the Commission moved from local service to seize jurisdiction over intraLATA toll or switched access services.

3. **The Order does not comply with section 62-614's requirement that the Commission resolve any Qwest/ILEC dispute "in accordance with applicable provisions of law."**

The Commission's Order acknowledges Qwest's position that – going forward – the only SS7 message charges that would be imposed related to intraLATA toll traffic, a Title 62 service over which the Commission lacks regulatory jurisdiction. *Order at p. 5.* Nonetheless, rather

than addressing the Commission's authority to enter an order that requires Qwest to forego charging all customers for use of its SS7 network in connection with intraLATA toll, the Order states, "the Commission need not address each argument on jurisdiction made by Qwest because it seems this case is precisely the kind of dispute the legislature intended be brought to the Commission for resolution under Idaho Code § 62-614." This statement reveals that the Commission failed to distinguish between its jurisdiction to hear a dispute, and its jurisdiction to grant the relief requested.

Under section 62-614, the Commission has jurisdiction to hear a Qwest/ILEC dispute, but it must resolve any such dispute, "in accordance with applicable provisions of law." Section 62-614 does not expand the Commission's jurisdiction over Title 62 products and services, nor does it grant powers previously withheld from the Commission such as retroactive ratemaking. *In re Cont'l Tel. Co. of the West*, Idaho PUC Case No. U-1037-51, Order No. 19539, 1985 Ida. PUC LEXIS 53; *Utah Power & Light Co. v. Idaho Pub. Util. Comm'n*, 107 Idaho 47, 49, 685 P.2d 276, 278 (1984). Thus, by relying on section 62-614 for entry of Order 29219, the Commission not only took jurisdiction over a dispute outside of its purview, but also attempted to grant relief outside of the authority accorded the Commission under statute. The Order contains no discussion of the Commission's authority to order withdrawal of Qwest's Title 62 Catalog, other than to note that "a large part of the Complainants' issues relate to Qwest's pricing and billing for signaling separately from the . . . calls with which they are associated." *Order at p. 6*. This rationale, of course, makes Qwest's point. The Complaint is about Qwest's rates – rates over which the Commission has no jurisdiction.

4. **Even if section 62-605(5) otherwise applies, the Commission does not have the authority to regulate the price of a Title 62 service.**

The only other basis upon which the Commission could retain jurisdiction is section 62-605(5), which provides the Commission with “continuing authority to review the quality of such service, its general availability, and terms and conditions under which it is offered.” Conspicuously absent from this list of Commission control is the “price” or “price structure” of a Title 62 service. Despite an acknowledged lack of ability to set rates, that is exactly what the Order does. The Order makes plain that the Commission viewed the *level of cost recovery* for SS7 as the primary reason the SS7 message charges were “improper.” *Order at p. 22*. Indeed, the Commission concluded “Qwest unilaterally imposed message charges on traffic for which it was already being compensated, including for the signaling component.” *Id.* The Commission concluded this amounted to “double recovery.” *Order at p. 2*.

The Order dwells on the level of Qwest’s charges for SS7 signaling as evidenced by discussion of the offset Qwest took to switched access charges when it instigated per-message charges on SS7 signaling. Specifically, “Qwest improperly assumed that all signaling charges at the state level may be offset by reductions in switched access charges.” *Order at p. 10*. Qwest made no such assumption. The record is clear that Qwest never suggested its restructure of SS7 signaling charges would be revenue neutral to every customer. Tr. 419. To the contrary, the restructure was intended to make SS7 usage charges more fair by requiring all users of Qwest’s SS7 network to pay for the usage, not just interexchange carriers. Tr. 394 and 419.

The Commission’s statement that “Qwest implemented SS7 message charges that are already recovered in customer rates on local traffic, including EAS traffic, or pursuant to existing inter-carrier traffic agreements,” *Order at p. 11*, is not only unsupported by any cost evidence, but demonstrates the Commission used an inappropriate standard of review for these SS7 message charges. From its inception, SS7 has been a price de-regulated Title 62 service and

even under section 62-605(5) the Commission cannot regulate *any* Title 62 service prices, unless it truly “claws back” the service into Title 61 and sets prices itself under its traditional ratemaking authority. However, that authority is limited to services that were once offered under Title 61. The Order does not attempt to and could not claw back SS7 because, as set forth above, SS7 was never regulated under Title 61.

The relief granted in the Order not only improperly price regulates a Title 62 service, it completely eliminates Qwest’s recovery of SS7 message costs. Requiring Qwest to withdraw the Catalog not only means Qwest cannot charge Complainants for SS7 messages, it means Qwest cannot charge its eight other SS7 customers currently purchasing SS7 from the Access Services Catalog, including IXCs who actually did enjoy a reduction in their SS7 charges as a result of the price restructure. *See Affidavit of Julie Kaufman Prentise at ¶¶3-7.* The record in this case does not justify this harsh result.

5. **The Commission’s power to establish rates for unbundled network elements does not justify the entry of Order No. 29219.**

The Commission also speculates that powers granted by the Telecommunications Act of 1996 and Idaho Code § 62-615(1) to set the prices for unbundled network elements (UNEs) may empower the Commission to hear Complainants’ case and grant the requested relief:

It is reasonable to conclude the Commission’s jurisdiction over UNE charges under the Telecommunications Act goes beyond merely accepting a price proposed by Qwest, and is broad enough to reach questions of implementation.

*Order at p. 6, n. 1.* Qwest does not dispute that the Commission has authority to set UNE prices. Indeed, the Commission has already done just that with respect to a myriad of UNEs, including unbundled signaling, through its approval of Qwest’s SGAT. However, there is no statutory connection between UNE rates and Title 62 rates. The two are completely different legally and factually.

Complainants acknowledge as much. The record in this case makes clear the Complainants are not purchasing SS7 as a UNE. Instead, they are relying on one of the other options contemplated in SGAT § 7.2.2.6.1 – use of a third party signaling provider. Wayne Lafferty, testifying on behalf of ELI, admitted that ELI’s interconnection agreement would allow purchase of SS7 as a UNE, but dismissed this as “an option that ELI feels is not required” because it is purchasing SS7 from a third party provider. Tr. 124-125. This position is understandable given that ELI’s interconnection agreement provides for per-message charges for signaling messages using Qwest’s SS7 network.<sup>5</sup> Nevertheless, given that Complainants themselves recognize that UNE pricing are not relevant to their claims, the Commission cannot rely on UNE pricing authority to resolve the disputes.

**6. Conclusion of the Jurisdictional Section.**

Idaho law makes plain that the Commission is without jurisdiction to set rates for a Title 62 service. Nonetheless, that is the net effect of Commission Order No. 29219. As a result, the Commission should reconsider its decision as a matter of law. In addition, however, Qwest has presented new evidence that establishes it is physically impossible for the Commission to have regulated SS7 before July 21, 1988. As such, SS7 was never a Title 61 service and, as a result, the Commission cannot “claw back” SS7 to regulate it now. These new facts justify reconsideration via a supplemental evidentiary hearing. This will allow the Commission to carefully consider whether it has the jurisdiction required to issue the Order. Qwest is confident that once these new facts are evaluated, the Commission will recognize it must modify the Order.

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See Exhibit 509 (ELI’s Local Interconnection Agreement, §(E)15.3.2); Tr. 448.

**B. Even If The Commission Has Jurisdiction Over SS7 Charges Associated With Toll Traffic, New Evidence Will Demonstrate That The Commission Erroneously Concluded That Qwest's SS7 Charges Were Improper And In Violation Of Existing Inter-carrier Agreements.**

From its inception, SS7 has been a price de-regulated Title 62 service. This fact not only impacts the question of the Commission's jurisdiction, but also underscores the errors in the Order's evaluation of the propriety of the SS7 message charges associated with toll traffic.

The Order erroneously concludes that "the Idaho Commission has been able to spread the recovery of SS7 expenses across all intrastate services, including basic local rates, intraLATA toll, enhanced features and intrastate access in the same manner as switching and transmission expenses." *Order at p. 12.* This simply cannot be true in light of the fact that the last time the Commission set rates for intraLATA toll, enhanced features and intrastate access prices was in docket U-1000-70 filed in November, 1983.<sup>6</sup> The Commission concluded that docket with Order No. 18872 in May 1984, nearly seven years **prior** to the time the Company first incurred SS7 investment expenses in Idaho. *Linse Affidavit at ¶¶ 3 & 8-9.* Indeed, when U S WEST made its Title 62 election, after which time it alone was responsible for recovery of its costs for all services except basic local exchange service, U S WEST had not yet started to deploy SS7 in its network.

Based on the foregoing chronology, the notion that the Commission has put in place cost-recovery mechanisms for SS7 expenses associated with intraLATA toll in rates is completely contrary to fact and cannot be used as a justification for entering Order No. 29219. Likewise, the notion that Qwest's SS7 message charges are prohibited because they constitute "double

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<sup>6</sup> In Case No. USW-S-96-5, the Commission set rates for basic local exchange services only. All investment and expenses associated with services provided to other customers (including customers purchasing products and services from the Access Services Catalog) were excluded from the Commission's ratemaking consideration. See Case No. USW-S-96-5 Order No. 27100 at p. 34: "the Commission is required to establish procedures for allocating the costs between the Title 61 and Title 62 operations of the Company pursuant to *Idaho Code* § 61-622A." (August 12, 1997).

recovery” of costs otherwise recovered in some Commission-sanctioned inter-carrier agreement is unsupported by the existing record and will be further refuted by the evidence presented at rehearing.

Similarly, the Commission appears to have been misled by Complainants to believe that the imposition of message charges associated with Qwest-originated toll and meet-point billed traffic was unprecedented.<sup>7</sup> This erroneous assumption formed part of the rationale for the decision that Qwest should not be permitted to impose SS7 signaling charges on intraLATA toll unless it terminated with Qwest. *Order at p. 18*. The affidavit of Ms. Kuder demonstrates, however, that under Qwest’s interstate tariff, which the FCC has specifically approved, Illuminet pays message charges associated with calls traversing a mid-span meet and for Qwest-originated toll calls. *Kuder Affidavit at ¶ 3*. If the Commission grants reconsideration and allows Qwest to present additional evidence, Qwest will demonstrate that its implementation of the Access Services Catalog SS7 message charges, as they relate to intraLATA toll, is entirely consistent with the FCC’s approval of such charges for interstate toll.

C. **New Evidence Establishes That Qwest Did Not Act “Unilaterally” In Its Submission Of The Idaho Catalog; To The Contrary, Illuminet Was Provided An Advance Copy Of The Catalog And Informed They Would Not Be Treated As An “Agent” If They Purchased From The Catalog. The Commission Should Therefore Estop Illuminet From Complaining About Historical Rates Flowing From Its Decision To Order Out Of The Catalog And Then Wait For Over One Year To Complain.**

1. **Newly discovered evidence justifies reconsideration.**

Since hearing in this case, Qwest has uncovered a multitude of new, additional evidence that bears on the issues in this case justifying reconsideration and the taking of additional evidence. In its conclusion, the Commission found that:

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<sup>7</sup> The Commission cites with approval Complainants’ testimony that “a telecommunications carrier is never allowed under existing arrangements to charge other companies for the costs associated with the obligation of that carrier’s own intrastate toll.” *Order at p. 18*

Qwest *unilaterally* imposed message charges on traffic for which it was already being fully compensated, including for the signaling component. In addition, Qwest (1) *unilaterally* changed payment terms by which companies traditionally and by agreement exchange telecommunications traffic . . . .

*Order at p. 22* (emphasis added). Further, the Commission criticized Qwest for failing to discuss the signaling issues that revolve around the exchange of traffic stating, “that discussion should have occurred prior to Qwest’s implementation of new signaling charges.” *Order at p. 16*. As a result, the Commission ordered that Qwest’s “Access Catalog revisions [be] withdrawn.” *Id.* As a result, the Commission held that “Qwest may not collect from Complainants for those charges.” In fact, in rendering its decision the Commission repeatedly found that Qwest acted “unilaterally.” *Order at pp. 16, 18, & 19*.

Both the Commission’s Order and questions from Commissioners during the hearing suggest that the Commission denies Qwest the ability to recover historical revenue because it acted “unilaterally,” without discussion and without the knowledge of Illuminet or its customers. This concept is fundamentally incorrect.

Illuminet was fully aware of the terms of the federal tariff and, as such, the Idaho Catalog for at least eight months before its filing in May 2001. Newly discovered evidence not presented at the hearing make this plain. Specifically, after Qwest filed its FCC tariff to modify rates for SS7 signaling, Illuminet purchased and paid for SS7 services from that tariff. *Kuder Affidavit at ¶¶3 & 9*. These include payment for messages traversing a mid-span meet and associated with Qwest originated toll calls. *Kuder Affidavit at ¶3*.<sup>8</sup> Illuminet’s purchases from Qwest’s federal

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<sup>8</sup> This fact is critical because the Commission assumes that “[u]ntil Qwest revised its Access Catalog and attempted to apply separate signaling charges to the ILECs for meet point billed traffic, everyone assumed traffic exchanged between LECs by that arrangement included the associated signaling.” *Order at p. 16*. Ms. Kuder’s statement that Illuminet has paid (and continues to pay) for signaling messages necessary to complete meet point billed traffic shows this factual assumption by the Commission is simply incorrect. It also shows the FCC has approved of the very billing mechanism the Commission strikes down as unsupportable. The same is true for Qwest originated toll where Illuminet has paid for signaling messages associated with such calls under the FCC tariff since

tariff raised questions that prompted a series of meetings between Qwest and Illuminet. *Kuder Affidavit* at ¶9-10. For example, on November 22, 2000, Mr. F. Terry Kremian, Executive Vice President and COO of Illuminet, sent Beth Halvorsen, Vice President Wholesale Markets a letter requesting a meeting to discuss several issues related to SS7 message charges. Specifically: “On behalf of Illuminet, this letter is to request a meeting with you . . . to discuss the outstanding issues related to the appropriateness of Qwest’s charges to Illuminet for . . . (SS7) messaging. As you are aware, these issues have been the subject of on-going discussions between our two companies. . . .” Illuminet attached a “white paper” to this November 2000 letter that set forth several concerns-- many of which Illuminet raised with this Commission. *Kuder Affidavit* at ¶9.

After this November 2000 meeting, Qwest and Illuminet held a series of meetings wherein Illuminet complained about Qwest’s tariffed rates. *Kuder Affidavit* at ¶10. For example, Illuminet argued that the terms of the agreements between Qwest and Illuminet’s customers should govern the rates. *Kuder Affidavit* at ¶10. During these same meetings, Illuminet asked questions about how it could obtain SS7 services at different rates from those set forth in the tariff. *Kuder Affidavit* at ¶10(c). Qwest informed Illuminet that if it wanted to obtain the benefits of agreements with its customers, it should not order out of the tariff. *Kuder Affidavit* at ¶10(c). Instead, Qwest informed Illuminet that there were forms and procedures for acting as an agent of another carrier. *Kuder Affidavit* at ¶10(a). Qwest made Illuminet fully aware that if it ordered services from Qwest’s tariff it would be charged the rates contained in the tariff. *Kuder Affidavit* at ¶10(c). Again, because Illuminet had purchased SS7 services via the federal tariff in the past, and because the state tariffs/catalogs were modeled after the federal

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it was modified in May 2000. *See Order at p. 18*, where again, the Commission assumes that Qwest made the unilateral decision to charge for signaling associated with Qwest originated calls. The FCC has specifically approved of this methodology and parties, such as Illuminet, have paid and continue to pay those charges.

tariff, Illuminet knew exactly what Qwest intended to do. *Kuder Affidavit* at ¶10(d). There was nothing “unilateral” about Qwest’s conduct.

Nonetheless, just to ensure that Illuminet was on notice of each state tariff, Qwest provided the tariff filings to Illuminet before submitting them with state commissions. *Kuder Affidavit* at ¶10(d). Thus, before filing the Idaho Catalog, Qwest provided Illuminet with an advance copy. *Kuder Affidavit* at ¶10(d). Despite taking all of these precautions, Illuminet ordered SS7 services out of the Idaho Catalog. Despite all of these precautions, Illuminet signed up new customers to purchase SS7 services from it in Idaho premised on the services obtained from Qwest via the Idaho Catalog. *Linse Affidavit* at ¶13. Despite all of these precautions, Illuminet waited for over one year to complain about the rates in the Idaho Catalog. The net effect of Illuminet’s delay was Qwest billing and collecting over \$1.5 million from other carriers pursuant to the Catalog for the provision of SS7 services. *Kaufman-Prentice Affidavit* at ¶4. The new facts establish that Illuminet should be estopped from complaining about charges for historical purchases under the tariff.

The doctrine of quasi estoppel applies when a party who has a duty to speak fails to do so and thereby produces an unconscionable advantage for himself, or a disadvantage for another. *KTVB v. Boise City*, 94 Idaho 279, 282, 486 P.2d 992, 995 (1971); *City of Sandpoint v. Sandpoint Indep. Highway Dist.*, 126 Idaho 145, 151, 879 P.2d 1078, 1084 (1994). Quasi estoppel requires that “the person against whom it is sought to be applied [here Illuminet] has previously taken an inconsistent position, with knowledge of the facts and his rights, to the detriment of the person seeking application of the doctrine.” *KTVB*, 94 Idaho at 282, 486 P.2d at 995. Quasi estoppel does not require concealment or misrepresentation of existing facts by one

party or actual reliance by the other. *Evans v. Idaho State Tax Comm.*, 97 Idaho 148, 540 P.2d 810 (1975).

The defense of quasi estoppel applies “when it would be unconscionable to allow a party to assert a right which is inconsistent with a prior position.” *Willig v. State, Dep’t of Health and Welfare*, 127 Idaho 259, 261, 899 P.2d 969, 971 (Idaho 1995). This can occur when a party who has a duty to speak fails to do so. *See Lupis v. Peoples Mortg. Co.*, 107 Idaho 489, 491, 690 P.2d 944, 946 (1984) (quasi estoppel may arise when a party who has a duty to speak fails to do so). Quasi-estoppel will also be invoked when the plaintiff knowingly takes actions that are inconsistent with a previous posture to the detriment of the defendant. *See Callenders v. Beckman*, 120 Idaho 169, 175, 814 P.2d 429, 435 (Ct. App. 1985) (by entering into partnership agreements, plaintiff affirmed that partnership did not recognize wage claims and was barred from asserting those claims through doctrine of quasi estoppel).

The doctrine of quasi estoppel applies to this case. The new evidence shows that while Illuminet voiced concern about Qwest’s Catalog and the rate structure therein, Illuminet proceeded to order SS7 services out of the Catalog and failed to complain for over one year. The net effect was Qwest billing and collecting over \$1.5 million from other carriers. Illuminet has now asked, and the Commission’s Order granted, a request to withdraw all June 1, 2001 revisions to the Catalog. This inexcusable delay will leave Qwest with no viable means by which to recover for SS7 signaling charges, even those that Illuminet and this Commission recognize as unquestionably legitimate. Given that Illuminet had an advance copy of the Catalog, advance warning of how Qwest would bill under the Catalog, foreknowledge that if Illuminet ordered from the Catalog it could not claim agent status, and knew that Qwest was

permanently changing its rate structure for SS7 signaling, Illuminet should be estopped from complaining about historical charges under the Catalog.

2. **Newly discovered evidence also shows that Illuminet is not an “agent” capable of relying upon Qwest’s agreements with Illuminet’s customers.**

Central to Illuminet’s claim is that it is ordering SS7 services from Qwest as an “agent” of its customers. By making this claim, Illuminet argues it should not be bound by the strict rates, terms and conditions set forth in the Idaho Catalog, but instead it should be subject to provisions in separate agreements between Qwest and Illuminet’s customers. While the Commission does not make an express finding that Illuminet is acting as an agent of its customers, the Order specifically refers to, *inter alia*, “inter-carrier arrangements” (*Order at p. 14*), “Commission approved arrangements” (*Id.*), “meet point billing arrangements” (*Order at p. 15*), and that “Qwest is attempting to change existing arrangements.” *Order at p. 16*. Given that Illuminet is the only Complainant to purchase SS7 services from the Idaho Catalog, the “other arrangements” the Commission is referring to must be agreements between Qwest and Illuminet’s customers. Thus, the Commission must have tacitly agreed with Illuminet’s agency argument. There is no set of law or facts that justify such a conclusion. Qwest’s new evidence makes this that much more plain and justifies reconsideration through a supplemental evidentiary hearing.

a. **Evidence from the initial hearing demonstrates Illuminet is not an agent purchasing SS7 services under its customers’ agreements with Qwest.**

As an initial matter, evidence from the initial hearing establishes that the “other arrangements” are legally and factually separate from Illuminet’s purchase of SS7 from the Catalog. In choosing to purchase SS7 from Illuminet, Illuminet’s customers chose not to purchase SS7 through these agreements. ELI admitted as much: Wayne Lafferty admitted that

ELI's interconnection agreement would allow purchase of SS7 as a UNE, but dismissed this as "an option that ELI feels is not required" because it is purchasing SS7 from a third party provider. Tr. 124-125. The same is true of Citizens. This is understandable because Illuminet aggregates SS7 signaling messages for other companies. Tr. 262. This allows Citizens' to provision one set of links from its California switch to Illuminet. If Citizens did not use Illuminet, it would have had to purchase a separate set of links to Qwest's STPs in three Qwest LATAs, the Idaho LATA being one of the three. *Linse Affidavit* at ¶13. "This type of architecture allows Citizens to access Qwest's STP without having to provision its own links to each STP." *Id.* Thus, using Illuminet saves Citizens the necessity of having to install direct links from its switch to each Qwest STP.<sup>9</sup>

In addition, however, Illuminet has admitted purchasing SS7 through the Catalog. *E.g.*, Complaint ¶11. Even more telling, Illuminet's contracts with its own customers do not identify Illuminet as purchasing SS7 services as an agent of the customer. *See Confidential Attachment E.* Illuminet did not enter its customer agreements into evidence, but at least one of its agreements was disclosed in discovery. That contract has an integration clause, which states that the written terms constitute the entire agreement between the parties. *Id. at §K.* Discussing the attached agreement and any other relevant contracts at the supplemental hearing would help the Commission assess whether Illuminet held itself out to its customers as their agent. Qwest has reason to believe this is not the case, and new evidence produced in a supplemental hearing will make this point plain. Thus, Qwest requests a supplemental evidentiary hearing to present evidence about whether agreements between Illuminet and its customers establish that Illuminet was acting as their agent when ordering SS7 via the tariff.

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<sup>9</sup> See Exhibit 509 (ELI's Local Interconnection Agreement, section (E)15.3.2); Tr. 448.

The law establishes the same thing. “Agency is a relationship resulting from ‘the manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and consent by the other so to act.’” *Herbst v. Bothof Dairies, Inc.*, 110 Idaho 971, 973, 719 P.2d 1231, 1234 (App. 1986), *quoting*, Restatement (2<sup>nd</sup>) of Agency §1, at 7 (1958); see also *Bailey v. Ness*, 109 Idaho 495, 497, 708 P.2d 900, 902 (1985). Illuminet’s contracts with its customers (as referenced above) negate any possibility of showing consent to agency.

**b. Even if Illuminet is an agent of its customers, that agency is irrelevant to Illuminet’s purchase of SS7 services.**

When the facts and law are studied closely, it is also apparent that the doctrine of “agency” has no applicability to this case. A finding that Illuminet is an “agent” does not aide in analysis of the case. The core of Illuminet’s argument is its request that the Commission find that a different contract (its customers’ agreements with Qwest) governs Illuminet’s purchase of SS7 services. Illuminet’s only stated basis for this position is Paragraph 11 of the Complaint:

Illuminet, as the agent of its carrier customers, has the right under its contracts to pass these charges on to its client companies pursuant to the terms of their contractual relationships.

Complaint at ¶11. It is hornbook law that agency is a fiduciary relationship. *State v. Compton*, 92 Idaho 739, 740-41, 450 P.2d 79, 80-81 (1969) (citing Restatement (2<sup>nd</sup>) of Agency, §§1-3). It is contractual principles, not agency principles, that the Commission must evaluate in this case.

Normally, to claim rights under a contract, the claimant must have had a meeting of the minds with the other contracting parties. Restatement (2<sup>nd</sup>) of Contracts, § 17, cmt c.; *Thomas v. Schmelzer*, 118 Idaho 353, 356, 796 P.2d 1026, 1029 (App. 1990). Obviously, Illuminet had no meeting of the minds with Qwest in the creation of agreements between Qwest and Illuminet’s customers. Thus, Illuminet is not in privity of contract with Qwest other than through purchase

of SS7 services from the Idaho Catalog. The exceptions to privity of contract are (1) assignment, and (2) third party (intended) beneficiary status. *E.g.*, Restatement (2<sup>nd</sup>) of Contracts, § 317 (defining assignment of contract rights); *Adkison Corp. v. American Bldg. Co.*, 107 Idaho 406, 409, 690 P.2d 341, 344 (1984) (third-party beneficiary theory). Illuminet has not argued either of these doctrines, and it is patently obvious that neither of these doctrines apply in this case.

Illuminet is not a third-party beneficiary. To claim third party beneficiary status, “the contract itself must express an intent to benefit the third party.” *Adkison.*, 107 Idaho at 409, 690 P.2d at 344. Qwest’s agreements with Illuminet customers state that no persons other than the named contract party shall benefit from those agreements. For example, Qwest’s interconnection agreement with ELI states:

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.

Exhibit 510 at §(A)3.23. Thus, Illuminet cannot be a third party beneficiary.

Although the entire agreement is not a part of the record, Qwest’s interconnection agreement with ELI, approved by this Commission on October 11, 2000,<sup>10</sup> also states that neither ELI nor Qwest “may transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party.” *See Attachment F at §. (A)3.12.1* . Thus, Illuminet is not an assignee under these contracts either. Moreover, even if Illuminet were an agent acting under the terms of its customers’ interconnection agreements, agent status would not allow Illuminet to escape the obligations of its principals’ third party agreements. The contracts between Qwest and Illuminet’s customers do not indicate that the parties intended to allow unilateral modification

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<sup>10</sup> Case No. USW-T-00-21, *In the Matter of the Joint Application of Qwest Corporation FKA U S WEST Communications, Inc. and Electric Lightwave, Inc. for Approval of a Wireline Interconnection Agreement Pursuant to 47 U.S.C. § 252 (e)*, Order No. 28535 (Oct. 11, 2000).

upon formation of a principal-agent relationship with a third-party. To the contrary, the agreements expressly require all amendments to be stated and signed in writing. *Id.* at § (A)3.26. *In essence then, despite the non-assignment clause, Illuminet's position is its customers have assigned their rights to purchase SS7 through their customers' agreements with Qwest to Illuminet.*

It is axiomatic that an assignee to a contract stands in the shoes of the assignor. *Building Concepts Ltd., v. Pickering*, 114 Idaho 640, 644, 759 P.2d 931, 935 (App. 1988) (generally, assignee “stands in the shoes of the assignor”); *Childs v. Neitzel*, 26 Idaho 116, 127, 141 P. 77, 81 (1914). In *Childs*, the assignee of water contracts attempted to enforce provisions in the contract without complying with other obligations in the contract. The Court held “the [assignor] could not have enforced the collection of the deferred payments and interest thereon without complying with the terms thereof ... and neither the mortgagee nor the assignee could acquire any greater rights ... than the [assignor].” *Id.* The assignee “stands in the shoes” of the assignor of a contract with respect to both rights and obligations. *Id.* Accordingly, as an assignee-agent, Illuminet would be subject to the same obligations that the agreements impose on Illuminet’s “principals.”

One of the obligations imposed for a CLEC to buy SS7 under an interconnection agreement is that each CLEC must have a dedicated facility to connect to each Qwest’s STP. See *Hearing Exhibit 1* at p. 1 (requires “dedicated facility”); *Hearing Exhibit 509* at §(E) 15.2.2 (“transport facilities must exist from ELI’s Point of Presence or Signaling Point of Interface (SPOI) to the identified USW STP location); *Id.* at §(E)15.2.4.3 (“facility must be exclusively used for the transmission of network signaling control data”). The entire reason why CLECs and ILECs use Illuminet is to avoid the requirement to use dedicated facilities as set forth in their

contracts. Illuminet admits that it aggregates SS7 services for all of its customers over a single facility. Tr. 262. Such aggregation is an essential feature of Illuminet's "economies of scale" in its SS7 network. Complaint at ¶9. This is exactly what is forbidden in the agreements between Qwest's and Illuminet's customers. Thus, Illuminet's customers cannot obtain from Qwest via their contracts what they are obtaining from Illuminet. Nor can Illuminet claim beneficiary status under a contract yet refuse to comply with the all of the terms of the contract.

The central tenet of Illuminet's argument – that it is acting as an agent and therefore able to claim rights under different agreements with Qwest – "hasn't a leg to stand on." The facts do not justify it. No legal theories justify it. It is clear that the Commission's substantive decision rested in large part on this essential conclusion. As such, the Order is fatally flawed and should be modified.

**c. Qwest's new evidence demonstrates Illuminet is not an agent.**

To put this matter to rest once and for all, however, Qwest has uncovered new evidence that demonstrates Illuminet knew it was not acting as an agent. In the months leading up the May 2001 filing of the Idaho Catalog, Qwest and Illuminet had a series of meetings and discussions. *Kuder Affidavit* at ¶10. In those meetings, Qwest informed Illuminet that if it were transacting as the agent of its customers, then Illuminet would have to use a different order form, and follow different procedures than it had in the past. *Kuder Affidavit* at ¶10(a). Qwest described its agency process to Illuminet in detail. *Kuder Affidavit* at ¶10(a). Despite all of this advance warning, Illuminet still utilized its original procedures, and purchased SS7 services from the tariff. *Kuder Affidavit* at ¶3. Qwest can only surmise that Illuminet did so because it knew its customers would then have to purchase dedicated links to each Qwest STP thereby rendering moot the need for Illuminet's services. The Commission should grant reconsideration to allow presentation of detailed evidence on this subject.

**IV. CONCLUSION**

For all of the foregoing reasons, Qwest respectfully requests that the Commission grant reconsideration by providing an opportunity for a supplemental evidentiary hearing. Qwest also respectfully requests that the Commission grant reconsideration to modify its decision that it has jurisdiction over all aspects of this dispute. The Commission's enabling legislation make abundantly plain that the Commission is without jurisdiction to set rates for SS7 signaling associated with toll calls.

RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of May, 2003,

  
\_\_\_\_\_  
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## CERTIFICATE OF SERVICE

I hereby certify that on this 6<sup>th</sup> day of May, 2003, I served the **PETITION FOR**

**RECONSIDERATION OF ORDER NO. 29219** as follows:

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**ATTACHMENT A**  
**to Petition for Reconsideration of Order No. 29219**

QWEST'S ASSIGNMENTS OF ERROR  
PERTAINING TO ORDER NO. 29219

## QWEST'S ASSIGNMENTS OF ERROR PERTAINING TO ORDER NO. 29219

### Errors of Fact:

1. Qwest failed to take into account existing rates or arrangements by which it was already being compensated for call messages crossing its SS7 network when it implemented the disputed changes to its Title 62 Access Services Catalog. *Order at p. 2.*
2. Qwest's new SS7 message charges result in double recovery for the Company. *Order at p. 2.*
3. The implication that Illuminet meets the definition of "telephone corporation" set forth in Idaho Code § 62-603(14) and is therefore permitted to file a complaint under Idaho Code § 62-614. *Order at p. 4. See alternatively, Errors of Law, item 3.*
4. The implications that SS7 technology represents a "telecommunications service" and that it was subject to regulation under Title 61 before July 1, 1988. *Order at p. 7.*
5. Until Qwest filed its revised Access Catalog, SS7 signaling was not separated from the traffic with which it was associated, including local traffic. *Order at p. 7* SS7 signaling was not created as an "unbundled" component until Qwest filed its Access Catalog revisions in June 2001. *Order at p. 14.*
6. Qwest made a "unilateral" decision to "unbundle signaling from local traffic" and that this unbundling is the basis for Qwest's claim that SS7 is a Title 62 service. *Order at pp. 7-8.*
7. Most of the out-of-band network signaling messages subject to the FCC's jurisdiction were "generated by interexchange carriers." *Order at p. 8.*
8. There are "traditional arrangements for paying signaling costs associated with traffic" at the intrastate level that are not the same as at the interstate level. *Order at p. 9.*
9. The apparent assumption that at the interstate level third party SS7 providers like Illuminet do not pay SS7 message charges, including those associated with Qwest-originated traffic and meet-point billed traffic. *Order at p. 10.*
10. The apparent assumption that Qwest's restructuring of the SS7 message charges was intended to be revenue neutral to each customer or class of customers. *Order at p. 10.*
11. Qwest had "no basis" to impose SS7 message charges on intrastate traffic and offset those charges with reductions in switched access. *Order at p. 10.*
12. There are a "variety of arrangements" already in place that "were intended to compensate Qwest for its signaling costs" and that through these arrangements SS7 message charges are already recovered. *Order at p. 11.*

13. The Idaho Commission has been able to spread the recovery for SS7 expenses across all intrastate services, including intraLATA toll, enhanced features and intrastate access. *Order at p. 12.*
14. All of Qwest's SS7 signaling costs associated with a intraLATA toll call that is subject to a joint access or meet-point-billing arrangement are recovered from the IXC carrying the call. *Order at p. 15.*
15. The implication that Qwest did not communicate with its SS7 customer (in this case Illuminet) about how signaling would be charged on a meet-point billed call. *Order at pp. 15-16.* Qwest did not discuss the changes to its SS7 signaling charges prior to implementing them. *Order at p. 16.*
16. Everyone assumed traffic exchanged between LECs by a meet-point billed arrangement included the associated signaling and Qwest acted "unilaterally" to change that arrangement. *Order at p. 16, 18 & 22.*
17. ELI is an ILEC and the terms of its interconnection agreement with Qwest are not relevant. *Order at p. 16, fn. 2.*
18. Qwest failed to consider the various types of traffic comprising the intrastate domain and acted hastily in implementing the new charges. *Order at p. 16.*
19. Illuminet did not ask to receive "new SS7 message services" under Qwest's Access Catalog. *Order at p. 18.*
20. A telecommunications carrier is never allowed under existing arrangements to charge other companies for the costs associated with the origination of that carrier's local customers intrastate toll traffic. *Order at p. 18.*
21. The assumption that under "traditional pricing principles" if a Qwest local customer places a toll call Qwest collects the revenue from the call and compensates any other carriers for their costs of transporting and terminating the call, together with the assumption that the manner in which switched access charges are imposed reflects how SS7 costs are incurred. *Order at p. 18.*
22. Qwest does not dispute Complainants characterization of the pre-existing arrangement for exchanging intraLATA toll traffic. *Order at p. 18.*
23. The implication that LECs that use a third party SS7 provider are providing their own SS7 capability and should be treated as stand alone companies. *Order at p. 19.*
24. That there is some evidence in the record to support a conclusion that Illuminet acted as an agent for their carrier customers in the purchase of SS7 signaling services from Qwest.

Errors of Law:

1. The Commission considered the level of Qwest's recovery of SS7 costs in deciding whether Qwest's SS7 per-message charges were appropriate. Order p., 2.
2. Idaho Code §62-614 is a broad grant of authority to the Commission to resolve disputes between incumbent telephone companies, like Qwest, and *any other telephone service provider*. Order at p. 4 (emphasis added).
3. A complainant need not be a telephone corporation to bring a complaint under Idaho Code § 62-614. See *alternatively*, Errors of Fact, item 3.
4. Illuminet provides "telecommunications services" to ILECs and CLECs. Order at p. 5. SS7 is a "telecommunications service". Order at p. 6.
5. Illuminet and other non-ILEC Complainants are proper parties to file a complaint under Idaho Code § 62-614. Order at p. 5.
6. The Commission may take jurisdiction over a service offered in its Title 62 Access Services Catalog if complaining parties could otherwise be without a remedy. Order at p. 6.
7. Idaho Code § 62-614 confers jurisdiction on the Commission to resolve the issues raised in the Complaint. Order at p. 6.
8. The Commission's jurisdiction over UNE charges under the Telecommunications Act is broad enough to reach the issues raised in the Complaint. Order at p. 6, *fn. 1*.
9. The Commission has jurisdiction over "most if not all the claims" raised under Idaho Code § 62-605(5). Order at p. 7.
10. Qwest was limited to changes in SS7 message charges that could be offset by changes in switched access charges. Order at p. 10.
11. The approach approved by the FCC for Qwest to create new SS7 message charges associated with interstate traffic was not appropriate for intrastate toll. Order at p. 11.
12. Qwest's SS7 message charges are "unfair and unreasonable". Order at p. 11.
13. The way SS7 charges apply under the Catalog to Illuminet presents significant issues of discriminatory or anti-competitive conduct. Order at p. 19.
14. That limiting the availability of infrastructure sharing agreements to ILECs represents unlawful discrimination. Order at p. 19

15. The suggestion that Qwest's Access Services Catalog violates Qwest's duty to provide nondiscriminatory access to network elements under section 251 (c) of the Telecommunications Act of 1996. *Order at pp. 19-20.*
16. The suggestion that Qwest's Access Services Catalog violates Idaho Code § 62-609(2). *Order at p. 20.*
17. The implication, expressed throughout the Order, that that Illuminet is entitled to rely on, enforce, and reap the benefits of any and all agreements, pre-existing arrangements or traditional pricing policies that any of its individual customers may have with Qwest under the law of agency or any other legally cognizable theory.
18. That Qwest acted unilaterally in implementation of the Catalog. *Order at p. 16, 18 & 22.*
19. That the facts justify a conclusion that Qwest must withdraw the June 1, 2001 revisions to its Catalog. *Order at p. 23.*
20. That Qwest must wait to collect for SS7 services until it can properly identify the intraLATA toll traffic "properly subject to the SS7 message charges" consistent with Order No. 29219. *Order at p. 23.*
21. That the filed rate doctrine and/or the prohibition against retroactive ratemaking do not prohibit the Commission from granting relief to Illuminet for SS7 message charges billed under Idaho Access Services Catalog. *Order at pp. 20-22.*

**ATTACHMENT B**  
**to Petition for Reconsideration of Order No. 29219**  
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**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

QWEST CORPORATION<sup>1</sup>,

Respondent.

CASE NO.: QWE-T-02-11

**AFFIDAVIT OF CHARMIAN (“CHAR”)  
A. KUDER**

State of Colorado                    )  
  ) ss.  
County of Denver                    )

1. My name is Charmian A. Kuder and I have personal knowledge of the facts stated herein. Between 1969 and 2002, I worked for Qwest Corporation or a predecessor thereto. During my 33 years, I held a number of positions with the company. From 1983 forward, I was a member of the Wholesale Organization.

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<sup>1</sup> The Complaint names Qwest Communications, Inc. as the Respondent, but the proper party is Qwest Corporation.

2. Between 1996 and 2002, I was Product Manager responsible, or at least partially responsible, for developing products associated with switched access and signaling. This included both unbundled signaling as contemplated by the Telecommunications Act of 1996, as well as modifications to Qwest's (early on U S WEST's) wholesale tariffs for use and purchase of its signaling network.

3. The purpose of my affidavit is to make several historical points plain. First, Qwest filed a federal tariff that the FCC specifically approved. Second, Illuminet purchases and pays for signaling services out of the amended federal tariff; this includes payment for messages associated with calls traversing a mid-span meet and Qwest originated toll calls. Third, Qwest held a series of meetings with Illuminet between the time of the federal filing in May 2000 and the time of the state filing in Idaho (June 2001) to discuss Illuminet's purchase of services under the federal tariff. Fourth, Qwest filed identical tariffs in several states including Idaho to implement the exact same rate structure as the FCC had approved. Fifth, Qwest met with Illuminet over a period of many months before these state tariffs were filed; explained its plan to file identical tariffs in the states; informed Illuminet about its plans to file the tariffs; informed Illuminet it was not purchasing services as an "agent" for its customers; described agency requirements and processes to Illuminet; and explained how Illuminet should proceed if it wanted to qualify as an agent and purchase as such. I understand that Illuminet continued utilizing its existing ordering processes and thereby ignored much of the advice given by Qwest.

4. On March 27, 1996, the FCC approved a tariff filing made by Ameritech concerning rates for unbundled signaling. On May 7, 1997, the FCC issued an additional decision announcing that Price Cap LECs (such as U S WEST) may offer Message Rate Structure for SS7, similar to Ameritech.

5. Between November 1996 and May 15, 1997, U S WEST participated in a series of meetings with Illuminet wherein Illuminet agreed it was not a CLEC, and that Illuminet states it will be billed for signaling via the access tariff. *See Exhibit 1.* Specifically: "US West [sic] agrees to accept Illuminet's orders for connectivity to local STP pairs for intraLATA service, and to process those requests under US West normal methods of operation. These links will be billed under existing tariff rates." The same letter stated that Illuminet understood U S WEST was modifying its tariff to charge ISUP rates as contemplated by the FCC, and the parties "will work to reconcile the billing to reflect services rendered." *Id.*

6. From 1997 forward, the Product Team, of which I was a part, spent considerable time and effort developing a business case to ensure that transitioning to a Message Rate Structure for SS7 made economic sense. The business case evolved over a period of many months. During this process, Qwest through myself and/or my supervisor Lorel Ferrin, attended industry meetings focused on the means by which BOCs could transition to a Message Rate Structure for SS7. These included Bellcore meetings. There is much documentation evidencing this work that I do not attach to this affidavit, but that could be presented to the Commission on rehearing.

7. Illuminet/Hewlett Packard developed software called AMAT7 for the specific purpose of measuring individual signaling messages. Implementation of the Message Rate Structure for SS7 was delayed because AMAT7 was not recording messages properly. Illuminet was well aware that Qwest (then U S WEST) was in the process of implementing AMAT7. There is much documentation evidencing this work that I do not attach to this affidavit, but that could be presented to the Commission on rehearing.

8. On July 22, 1999, U S WEST filed an Expedited Petition of U S WEST Communications with the FCC seeking approval of a proposed rate structure for SS7 signaling services. This Petition was unopposed. On December 22, 1999, the FCC approved the Petition stating, among other things, “[u]nder the proposed rate structure, individual signaling rate elements would be charged on a per-message basis, regardless of the duration of the call that the signaling sets up.” U S WEST Petition to Establish Part 69 Rate Elements for SS7 Signaling, FCC DA 991474 (Dec. 22, 1999). In May 2000, Qwest filed a federal tariff to implement the rate structure approved by the FCC in December 1999.

9. After Qwest filed the amended FCC tariff, Illuminet continued to purchase SS7 services from the tariff. The billing attendant to these purchases prompted a series of meetings with Illuminet many of which I attended personally. For example, on November 22, 2000, Mr. F. Terry Kremian, Executive Vice President and COO of Illuminet, sent Beth Halvorsen, Vice President Wholesale Markets a letter requesting a meeting to discuss several issues related to SS7 message charges. Specifically:

On behalf Illuminet, this letter is to request a meeting with you . . . to discuss the outstanding issues related to the appropriateness of Qwest’s charges to Illuminet for . . . (SS7) messaging. As you are aware, these issues have been the subject of on-going discussions between our two companies. . . .

*See Exhibit 2.* Illuminet attached a “white paper” to its letter explaining the differences of view it had with Qwest’s methodology. Thus, as early as calendar year 2000 Illuminet acknowledged understanding Qwest’s billing methodology. This is many months before Qwest filed its Idaho Catalog and over 18 months before Illuminet filed its complaint in Idaho.

10. Qwest and Illuminet continued to hold a series of meetings that I believe generally occurred once per month. I attended most if not all of those meetings. In those meetings, Illuminet always addressed Qwest’s tariffed rates. For example, Illuminet argued that the terms of the agreements between Qwest and Illuminet’s signaling customers should govern the rates. Qwest informed Illuminet that that was an incorrect view. Specifically:

- a. Qwest informed Illuminet that there were forms and procedures for acting as an agent of another carrier. Those procedures were described in detail to Illuminet.
- b. CLEC interconnection qualifications and ordering processes were explained to Illuminet.
- c. Qwest informed Illuminet that services ordered from an access tariff would be billed tariffed rates. Illuminet was specifically informed that if it wanted to operate under the terms and conditions of a signaling customer's agreement that was separate from the tariff, then ordering directly out of the tariff was the wrong way to proceed.
- d. In these meetings, Qwest also agreed to make Illuminet aware of each state tariff in advance of filing it with the affected state commission. Thus, as with all other states, I understand that Qwest provided the Idaho Catalog to Illuminet before filing it in May 2001. Given that the Idaho tariff (as with all of the state tariffs) mirrored the federal tariff that Illuminet had purchased services under, Illuminet knew full well the import of the filing from the very beginning.

12. This concludes my affidavit.

DATED This 5 day of May, 2003.



Char Kuder



illuminet

May 15, 1997

Lorel Ferrin  
US West Communications  
1801 California Street, suite 2130  
Denver, Colorado 80202

Dear Lorel;

I am writing to confirm ILLUMINET's understanding of the agreements reached during today's conference call regarding ILLUMINET's connection to the US West network.

By means of this letter, ILLUMINET is withdrawing our request for negotiations under "The Act" Sections 251 and 252 as stated in our letter of April 15, 1997.

In exchange for this withdrawal, ILLUMINET understands that US West agrees to the following:

1. US West agrees to accept ILLUMINET's orders for connectivity to local STP pairs for intra-LATA service, and to process these requests under US West normal methods of operation. These links will be billed under existing tariff rates.
- 2) US West is in the process of developing a product that will allow ISUP with no voice aimed at CLECs who will connect to the US West network with their own facilities, thereby not putting any minutes of use on the US West network, but using US West SS7 equipment to pass the ISUP messaging. This product will be priced separately from other SS7 products. Once this product is fully developed, ILLUMINET and US West will work to reconcile the billing to reflect services rendered. This will allow ILLUMINET to continue to provide trunk signaling service for its CLEC clients without any delay.

If you are in agreement of this understanding, please sign and return one copy of this letter.

Sincerely,



Robert M. Wienski, ILLUMINET



Lorel Ferrin, US West

cc: Rebekah Keating  
George Strom  
Sylvia Lesse

EX-1

received 11/25/00

illuminet<sup>SM</sup>

November 22, 2000

VIA FEDERAL EXPRESS

Beth Halvorson  
Vice President, Wholesale Major Markets  
Qwest  
200 S. Fifth Street  
Minneapolis, MN 55042

Dear Ms. Halvorson:

On behalf of ILLUMINET, this letter is written to request a meeting with you and the necessary legal representatives of Qwest to discuss the outstanding issues related to the appropriateness of Qwest's charges to ILLUMINET for Signaling System No. 7 (SS7) messaging. As you are aware, these issues have been the subject of on-going discussions between our two companies and, in fact, Qwest's SS7 message charges are also the subject of a continuing dispute between our companies. Moreover, as Qwest is also undoubtedly aware, the Qwest SS7 message charges that have been received by ILLUMINET are substantial. These charges, in turn, directly impact ILLUMINET's competitive position as an alternative SS7 provider in the Qwest service areas.

PIU  
IM

Accordingly, in order to facilitate the requested discussions, ILLUMINET has prepared the enclosed position paper that describes the regulatory construct that ILLUMINET believes should be followed in determining when SS7 message charges should be assessed. ILLUMINET has also authorized its Washington, D.C. counsel to forward a copy of this position paper to Qwest representatives also located in Washington, D.C.

Because Qwest is well aware of the issues that need to be addressed concerning this matter, ILLUMINET requests that Qwest provide its response to this letter by December 1, 2000, and that the response include the earliest dates possible that the necessary representatives of Qwest can meet with their ILLUMINET counterparts. Again, ILLUMINET stresses that it fully expects Qwest's prompt attention to this issue in light of our discussions and the impact that the Qwest SS7 message charges has on ILLUMINET's competitive position.

PIU only

ILLUMINET looks forward to your response.

Very truly yours,

F. Terry Kremian  
Executive Vice President & COO

- cc: D. Nicol, ILLUMINET
- P. Florak, ILLUMINET
- R. Wolf, ILLUMINET
- D. Cosson, T. Moorman, Kraskin, Lesse & Cosson, LLP
- Vicki Boone, Qwest
- Brian Ashby, Qwest
- Dave Hahn, Qwest
- Char Kudar, Qwest
- Kirk Andrews, Qwest

EX-2

Enclosure

4501 Intelco Loop SE, P.O. Box 2909

Olympia, WA 98507

[phone] 360 493 3622

## POLICY POSITION PAPER ON THE PROPER APPLICATION OF SS7 MESSAGE CHARGES

**ISSUE:** What SS7 message charges are applicable to, and what information should be provided to support charges for, interstate interexchange toll traffic, local, and Extended Area Service traffic that is originated by a customer/carrier of Illuminet and terminated by a Bell Operating Company, and *vice versa*?

### SUMMARY OF POSITION

The fact that a provider of a competitive Signaling System No. 7 ("SS7") network (such as Illuminet) has interconnected its network with that provided by a Bell Operating Company ("BOC") via that BOC's interstate access service tariff does not authorize that BOC to charge improperly for SS7 message charges that fall outside of the interstate access charge model. Rather, the assessment of SS7 message charges by the BOC or an Illuminet carrier/customer should be determined by applying the terms and conditions of the agreement associated with the specific jurisdictional class of traffic associated with the voice and/or data traffic between the BOC and the Illuminet carrier/customer (*i.e.*, the interconnection arrangements for local service and/or "EAS" traffic or the access tariff for interexchange toll traffic). To ensure the proper application of these agreements, the entity assessing SS7 message charges should also provide sufficient detail to permit the company receiving such charges to verify independently that such charges are assessed in compliance with the proper agreement. Moreover, to the extent that the affected carriers agree and the BOC is able to properly and accurately provide billing information relative to each Illuminet customer/carrier being billed, Illuminet would be willing to discuss clearinghouse mechanisms for the efficient exchange of payments for SS7 message charges.

*Need to monitor for all cust base*

### DISCUSSION

Illuminet is a provider of SS7 services for a variety of customers/carriers including Interexchange Carriers ("IXCs"), Competitive Local Exchange Carriers ("CLEC"), Incumbent Local Exchange Carriers ("ILECs") and Commercial Mobile Radio Service providers ("CMRS Providers"). Illuminet deployed its network to provide a competitive alternative to the SS7 services of other providers, including the BOCs. Illuminet has achieved nationwide connectivity of its SS7 network with other providers, including the SS7 networks of the BOCs. In order to ensure proper connectivity with limited delays on behalf of its customer/carriers, Illuminet arranged connectivity with the BOCs via their respective interstate access service tariffed offerings, and, in fact, has arranged for connectivity with Qwest Corporation ("Qwest") (formerly US WEST Communications) through its F.C.C. Tariff No. 1.<sup>1</sup>

<sup>1</sup> For purposes of this paper, it is assumed that facilities and port charges required to connect the BOC's SS7 network with that operated by Illuminet will continue to be assessed by

*Part 69 warning approved 12/99  
FCC 5/30 5/30*

In light of recent developments in SS7 technology (primarily the ability to measure SS7 usage) and the desire to provide unbundled access, Qwest has introduced new SS7 rate elements that are billed on a per-message basis. Illuminet has been informed by various BOCs that these new charges are intended to provide recovery on a revenue-neutral basis of the costs associated with discrete SS7 functions previously bundled within the BOCs' minute-of-use charges applied to IXCs and other access customers associated with the underlying voice and/or data traffic. Since Illuminet does not carry the underlying voice or data traffic, these charges were not previously billed to or through Illuminet. Notwithstanding claimed "revenue-neutrality," Illuminet has experienced an inappropriate increase of charges from Qwest directly as a result of these new SS7 message charges, particularly given the fact that the majority of Illuminet's SS7 messaging is related to local and/or EAS traffic being generated by its CLEC, ILEC and CMRS Provider customers.

*this is not unbundled  
Transmissions  
this is not Qwest*

#### A. Record Detail is Required to Verify Accuracy of Charges

Based on its review of the new SS7 rate element charges, Illuminet continues to question whether those charges have, in fact, been properly assessed. Illuminet agrees that the SS7 message charges related to interstate telephone toll service should properly follow the "access charge" model developed by the Federal Communications Commission ("Commission" or the "FCC"). Under this model, Illuminet would expect Qwest to bill SS7-related charges for the originating or terminating functions that Qwest performs on an interstate toll call that is originated by an end user of Illuminet's IXC customer. In these instances, Illuminet is providing the various SS7 network functionalities on behalf of the IXC prior to that IXC carrying the voice and/or data traffic of the end user at issue.<sup>2</sup> However, because Qwest has provided insufficient information to Illuminet associated with the new SS7 message charges, Illuminet is not able to verify the charges it has received from Qwest.

While Illuminet continues its investigation to ensure proper application of charges by Qwest, the accuracy of such charges cannot be determined until Qwest is able to provide disaggregated billing information by point code, by jurisdiction or by any other method by which the accuracy of the billed charges can be determined. Only in this manner can Illuminet or any of its carrier/customers receiving such charges be assured that the charges by Qwest are properly assessed under the applicable agreement between Qwest and the Illuminet carrier/customer.

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the BOC pursuant to its interstate access tariff. However, Illuminet recognizes that other types of arrangements may exist for connectivity since the passage of the 1996 revisions to the Communications Act of 1934, as amended (the "Act").

<sup>2</sup> Similarly, where the BOC is the intraLATA and/or interLATA toll provider for the voice and/or data traffic, Illuminet would expect that its CLEC and/or ITC customers would assess the BOC similar SS7 message charges.

Because of the lack of carrier-specific information required to verify Qwest's charges, Illuminet is concerned that SS7 message charges are being assessed by Qwest pursuant to its interstate access tariff on local and/or EAS traffic where the related voice and/or data traffic is being originated by a Qwest customer as well as terminated to a Qwest customer. In these instances, the voice and/or data traffic at issue is not "telephone toll service" nor is the SS7 messaging associated with that traffic "exchange access" as those terms are used in the Act, and as applied in the interstate access charge environment. Therefore, this traffic and the associated SS7 message charges are not properly subject to Qwest's interstate access tariffs.

### **B. Additional Record Detail will also Allow Proper Application of Existing Agreements**

Even assuming that the necessary detail is being provided for proper billing and bill verification, the question still remains regarding what charges can be assessed by Qwest to Illuminet for SS7 messages where the related voice and/or data traffic is jurisdictionally local and/or EAS, and where the voice and/or data traffic is exchanged between Qwest and an Illuminet customer/carrier, *i.e.*, either the CLEC, the ILEC or the CMRS Provider. Based on its review, Illuminet believes that the only logical conclusion is that billing for SS7 message charges for local and EAS traffic is determined by the arrangements between Illuminet's customers/carriers and Qwest.

Illuminet provides its SS7 services for the benefit of its customers/carriers, and has no relationship with Qwest other than that which established its connectivity for exchange access services. It is, therefore, incorrect to assume (as apparently some carriers have) that the "payor" of all SS7 message charges is Illuminet under the FCC's access charge model. As discussed above, the SS7 messaging associated with local and/or EAS is not "exchange access" as that term is defined under the Act. Moreover, Illuminet has not entered into any agreements with or purchased tariffed services from Qwest with respect to charges for SS7 messages associated with local and EAS traffic. Rather, the only privity of contract that exists for this type of traffic is between Qwest and the Illuminet customer/carrier. Accordingly, it is those arrangements that are the proper focus for determining whether SS7 message charges are appropriate for the exchange of local and/or EAS traffic, and, if so, how and when such charges should be assessed by either Qwest or the Illuminet customer/carrier.

Illuminet is aware of three billing arrangements that may have been included in the agreements that carriers have entered into with the various BOCs for the exchange of properly defined local traffic and/or EAS. Under the first arrangement, the carriers agree to a "Bill and Keep" arrangement for both the actual local and/or EAS voice and data traffic that is exchanged as well as the SS7 messages associated with that traffic. In these instances, Illuminet would not expect to be billed SS7 message charges from the BOC. Nor would Illuminet expect that its customers/carriers would bill the BOC directly or authorize Illuminet to bill the BOC on their behalf.

The second type of arrangement is where the BOC and the Illuminet carrier/customer have entered into a "minute of use" arrangement for the underlying voice/data traffic pursuant to Section 251(b)(5) of the Act, but have not stated a specific rate for the SS7 signaling associated with the exchange of the properly-defined local voice and data traffic. In these instances, Illuminet would expect that the charges associated with the SS7 messages for this traffic would be part of (i.e., bundled with) the minute of use "reciprocal compensation" rate that the BOC and the Illuminet customer/carrier agreed to pursuant to Section 251(b)(5) of the Act. Thus, Illuminet would not expect to be billed charges for SS7 messages associated with the local traffic terminated by the BOC that is delivered to it by an Illuminet customer/carrier. Likewise, Illuminet would not expect that its customers/carriers would charge the BOC separately for the SS7 messages associated with the local traffic terminated by them.

Finally, Illuminet is aware of interconnection agreements entered into pursuant to Section 251(b)(5) of the Act that have a separate, yet reciprocal, rate for SS7 signaling associated with the exchange of properly-defined local voice and data traffic. In these instances, where an Illuminet customer/carrier terminates local traffic from the BOC, the Illuminet customer/carrier would assess the proper SS7 message charges to the BOC. Illuminet would expect to receive SS7 message charges only where the Illuminet customer/carrier has specifically authorized the BOC to pass through its SS7 message charges to Illuminet for those charges applicable to that Illuminet customer/carrier's originated local traffic to the BOC.<sup>3</sup> In these instances, however, Illuminet would be willing to enter into proper billing and collection arrangements with the applicable carriers in an effort to create a more efficient clearinghouse for the payment of applicable SS7 message charges.

## CONCLUSION

While other arrangements between a BOC (and other ILECs) and an Illuminet customer/carrier may be in existence, Qwest should not confuse the fact that Illuminet has interconnected its competitive SS7 signaling network with Qwest via Qwest's interstate access service tariff as a vehicle to charge improperly for traffic that falls outside of the FCC's access charge model. The lack of bill detail provided by Qwest required for Illuminet to verify the Qwest SS7 message billing only serves to highlight and exacerbate the problem.

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<sup>3</sup> To date, however, Illuminet is not aware of any such authorization being provided by an Illuminet carrier/customer to a BOC.

In any event, Illuminet's role, even where the access charge model applies, is as the underlying provider of the SS7 signaling network for the IXC, or a CLEC, ILEC or CMRS Provider. Thus, the assessment of the charges by Qwest are determined by applying the terms and conditions of underlying agreement that addresses the specific jurisdictional class of traffic associated with the voice and/or data traffic between Qwest and the Illuminet carrier/customer, i.e., the interconnection arrangements or access tariff. This conclusion properly reflects the value to the entity whose end users generate the underlying voice and/or data traffic of having that traffic carried over the network in the most efficient manner. Moreover, to the extent that the affected carriers agree and Qwest is able to properly and accurately provide billing information relative to each Illuminet customer/carrier being billed, Illuminet would be willing to discuss clearinghouse mechanisms for the efficient exchange of payments for SS7 message charges.

**ATTACHMENT C**  
**to Petition for Reconsideration of Order No. 29219**  
**AFFIDAVIT OF JULIE KAUFMAN-PRENTICE**

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**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

QWEST CORPORATION<sup>1</sup>,

Respondent.

CASE NO.: QWE-T-02-11

**AFFIDAVIT OF  
JULIE KAUFMAN-PRENTICE**

State of Arizona                    )  
  ) ss.  
County of Maricopa                )

1. I am employed by Qwest Corporation (Qwest) as a Director of Customer Service and give this affidavit from my personal knowledge and from review of the business records of Qwest and its predecessor company, U S WEST Communications, Inc. (U S WEST).

2. I have job responsibilities for several customer service areas, which include managing the billing for SS7 tariff/catalog products purchased by Qwest wholesale customers.

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<sup>1</sup> The Complaint names Qwest Communications, Inc. as the Respondent, but the proper party is Qwest Corporation.

**ATTACHMENT D**  
**to Petition for Reconsideration of Order No. 29219**

**AFFIDAVIT OF PHILIP LINSE**



2. In 1989, U S WEST approved the initial plan to provide Common Channel Signaling/Signaling System 7 in its network. Also in 1989 Qwest filed for a waiver to provide out of band signaling across LATA boundaries.

3. In the first quarter of 1990, U S WEST issued Network Disclosure (“ND”) No. 30, a copy of which is attached to this Affidavit as Attachment A, disclosing Common Channel Signaling – System 7 (SS7) Protocol and identifying switches in eleven U S WEST states in which the technology would be deployed. When this ND was issued, U S WEST had not yet deployed SS7 technology in its fourteen–state region. ND 30 indicated that U S WEST intended to deploy SS7 in the Boise Main switch, the only Idaho location identified, in the fourth quarter of 1990. ND 30 did not disclose the locations of the Signaling Transfer Points, (STPs) used to operate the SS7 network, but none had been deployed in Idaho.

4. ND 36 identified the locations of a Custom Local Area Signaling Services (CLASS) features market trial for fourth quarter 1990. CLASS depends on the presence of SS7 in the central office switch. Two Boise switches and several switches in North Dakota were identified as locations for the market trial in ND 36. A copy of ND 36 is attached as Attachment B.

5. On July 13, 1990, Judge Harold Green ruled on U S WEST’s February, 1989 Signaling Point of Interface (SPOI) filing forcing U S WEST to place STPs in every LATA.

6. In third quarter 1990 ND 46 identified Common Channel Signaling call setup to Interexchange carriers using the Signaling System 7 (SS7) Protocol. This ND identified the locations of 6 Signal Transfer Point (STP) pairs to be deployed in the first quarter of 1991. The locations were identified as Denver, Omaha, Phoenix, Portland, Minneapolis, and Seattle. A copy of ND 46 is attached as Attachment C.

7. In ND 52 issued the end of fourth quarter 1990, U S WEST disclosed its intent to offer a new interface and clarify the market trial location identified in ND 36. ND 52 clarified that the market trial would be limited to three switches located in Boise, Idaho. A copy of ND 52 is attached as Attachment D.

8. On February 18, 1991 U S WEST began its market trial of CLASS services in Boise. This was offered via the initial deployment of STPs in Seattle Washington.

9. In the fourth quarter of 1992, STPs were deployed in the Idaho network for the first time.

10. On April 30, 1993, U S WEST’s Idaho Vice President, Barbara Wilson, sent Transmittal No. 93-6-PL to the Idaho Public Utilities Commission, transmitting changes to the U S WEST Access Service Catalog introducing Common Channel Signaling Access Capability and SS7 out-of–band signaling. (Attachment E). With the introduction of this service, customers (such as other telecommunications corporations) would be able to obtain access to U S WEST’s services requiring Common Channel Signaling and SS7. These changes became effective June 1, 1993.

11. With the introduction of SS7 as an optional feature, in U S WEST's Access Services Catalog, telephone corporations and other users were able to interconnect with U S WEST using SS7 signaling for the first time.

12. However, not all companies were prepared for U S WEST to provide them with SS7 signaling in 1993 when the product was initially offered. U S WEST's business records disclose that Illuminet (a.k.a. Verisign) first connected with the Company's SS7 network on or about May of 1998.

13. Illuminet aggregates SS7 signaling messages for other companies. Illuminate, for example, provides signaling to a Citizens' California switch with signaling to Qwest's STP pairs in three Qwest LATAs, the Idaho LATA being one of the three. This type of architecture allows Citizens to access Qwest's STP without having to provision its own links to each STP. However, for U S WEST/Qwest to properly direct messages through Illuminates' network, U S WEST/Qwest must be advised when the customers of these companies begin using SS7 technology to set up calls. The Company's records show that, for example, Citizens Telecommunications Company of Idaho began exchanging SS7 messages with Qwest on or about March of 2001, Project Mutual on or about February of 1995, Syringa on or about May of 2002 and Electric Lightwave Company on or about April of 1999.

14. Prior to converting to SS7, the companies who exchanged traffic with U S WEST/Qwest would have used in-band signaling that traveled over the same trunks used to transmit the actual voice or data communication. Until SS7 was introduced in the network, access to signaling was not sold as a separate service.

15. Prior to June of 2001, monthly recurring charges were assessed on the entrance facilities, direct link transport facilities, multiplexing and Signal Transfer Point ports that the customer ordered to access U S WEST's SS7 network. In addition, nonrecurring charges was to assessed per first and additional link per order

16. In June 2001, Qwest revised the Idaho Access Services Catalog to introduce message charges in addition to the facilities charges that had been in place since SS7 was introduced as a service in 1993. With the introduction of the message charges, facilities charges were unchanged but Qwest reduced the tandem switching, local switching and carrier common line elements of its switched access charges. With this change the usage costs of the SS7 network were spread to all users instead of being covered only by interexchange carriers.

17. This concludes my affidavit.

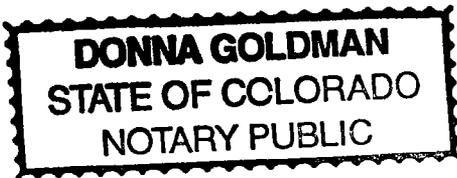
DATED This 5<sup>th</sup> day of May, 2003.

Philip A. Linse  
(name of witness)

State of Colorado )  
 ) ss.  
County of Arapahoe )

On this 5<sup>th</sup> day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip A. Linse, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Donna Goldman  
Notary Public for Colorado  
Residing at 700 W Mineral Ave, Littleton  
My commission expires: 4/5/04

# NETWORK

## DISCLOSURE NEWS No.30

Information for Customer Premises Equipment Manufacturers and Enhanced Services Providers

### Common Channel Signaling—Signaling System 7 (SS7) Protocol

**Disclosure Date:** February 1, 1990

**Summary:** In conjunction with ISDN (Integrated Services Digital Network) and CLASS (Common Local Area Signaling Services), U S WEST plans to offer the Common Channel Signaling network utilizing the Signaling System 7 (SS7) protocol for intralata call setup.

**Locations:** See attached

**Timing of Deployment:** See attached

**Pricing:** Additional CCS/SS7 dependent services will be offered 3rd Quarter 1990, after tariff approval.

**Interface Requirements:** The signaling protocol for common channel signaling can be found in the following Bellcore Technical References:

TR-TSY-000064	Lata Switching Systems Generic Requirements, Section 6.5 Supplement 1	\$1,825.00 465.00
TR-NPL-000246	Bell Communications Research Specification of Signaling System Number 7	497.75
	Revision 1	97.50
	Revision 2	80.00
	Revision 3	177.00
TR-TSY-000317	Switching System Requirements for Call Control Using the ISDN User Part	40.00
TR-TSV-000905	Common Channel Signaling Network Specification	80.00

These documents can be obtained by writing or calling:

Bell Communications Research, Inc.  
Customer Services  
60 New England Avenue  
Piscataway, NJ 08854-4196  
(201) 699-5800

Attachment A  
to Affidavit of Philip Linse

(see reverse)

Network Disclosure News #30, cont.

**Additional Information:** Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with the SS7 protocol may write to:

Ron Woldeit  
Manager - CCS Network Planning  
1600 Bell Plaza, Room 2813  
Seattle, WA 98191

Network Disclosure News #30  
 CCS-SS7  
 Attachment, Page 1

## CCS-SS7 Network Disclosure

The following list represents U S WEST's current CCS-SS7 deployment plans in 1990. This list is subject to change.

ARIZONA	Office	CLLI	Switch Type	Generic	Date
	Deer Valley North	DRVYAZNODS0	5ESS	5E5	4Q90
	New River	NWRVAZMARS1	5RSM	5E5	4Q90
	Mesa Main CG0	MESAAZMACC0	1AESS	1AE10	4Q90
	Mesa Main DS0	MESAAZMADS0	5ESS	5E5	4Q90
	Phoenix 01T	PHNXAZMA01T	DMS-200	BCS 30	4Q90
	Phoenix Cactus	PHNXAZCACC0	1AESS	1AE10	4Q90
	Phoenix East	PHNXAZEACG0	1AESS	1AE10	4Q90
	Phoenix Greenway	PHNXAZGRCC0	1AESS	1AE11	4Q90
	Phoenix Main CG0	PHNXAZMACC0	1AESS	1AE10	4Q90
	Phoenix Main CG1	PHNXAZMACC1	1AESS	1AE10	4Q90
	Phoenix North CC0	PHNXAZNOCC0	1AESS	1AE10	4Q90
	Phoenix North CG1	PHNXAZNOCC1	1AESS	1AE10	4Q90
	Phoenix North DS1	PHNXAZNODS1	5ESS	5E6	4Q90
	Phoenix Northeast	PHNXAZNECC0	1AESS	1AE10	4Q90
	Phoenix Southeast	PHNXAZSECC0	1AESS	1AE10	4Q90
	Phoenix Sunnyslope	PHNXAZSYCC0	1AESS	1AE10	4Q90
	Scottsdale Main	SCDLAZMACC0	1AESS	1AE10	4Q90
	Scottsdale Thunderbird	SCDLAZTHCC0	1AESS	*	4Q90
	Tempe Main DS0	TEMPAZMADS0	DMS-100	BCS 30	4Q90
	Tempe McClintock CG0	TEMPAZMCCG0	1AESS	1AE10	4Q90
	Tempe McClintock DS0	TEMPAZMCDSD0	5ESS	5E5	4Q90
	Tucson Main CG0	TCSNAZMACC0	1AESS	1AE10	4Q90
	Tucson Main DS1	TCSNAZMADS1	5ESS	5E5	4Q90
<b>COLORADO</b>					
	Office	CLLI	Switch Type	Generic	Date
	Aurora	AURRCOMADS0	5ESS	5E5	4Q90
	Lakewood Training Center	LKWDCOTCRS1	5ORM	5E5	4Q90
	Boulder	BLDRCOMADS0	5ESS	5E5	4Q90
	Colorado Springs Main CG0	CLSPCOMACG0	1AESS	1AE10	4Q90
	Colorado Springs Main DS0	CLSPCOMADS0	5ESS	5E5	4Q90
	Denver 02T	DNVRCOMA02T	DMS-200	BCS 30	4Q90
	Denver 03T	DNVRCOMA03T	DMS-200	BCS 30	4Q90
	Denver Capitol Hill CG0	DNVRCOCHCG0	1AESS	1AE10	4Q90
	Denver Capitol Hill CG1	DNVRCOCHCG1	1AESS	1AE10	4Q90
	Denver Curtis Park	DNVRCOCPCC0	1AESS	1AE10	4Q90
	Denver Dry Creek CG0	DNVRCODCCC0	1AESS	1AE10	4Q90
	Denver Dry Creek DS0	DNVRCODCDS0	5ESS	5E5	4Q90
	Denver City & County	DNVRCOFWR51	5RSM	5E5	4Q90
	Denver Curtis Park	DNVRCOCPRS1	5RSM	5E5	4Q90
	Denver Social Services	DNVRCOHXRS1	5RSM	5E5	4Q90
	Denver Southeast	DNVRCOSERS1	5RSM	5E5	4Q90
	Denver Sullivan	DNVRCOSLRS1	5RSM	5E5	4Q90
	Denver Tech Center	DNVRCOTCRS1	5RSM	5E5	4Q90
	Northglenn	NGLNCOMARS1	5RSM	5E5	4Q90
	Denver East CG0	DNVRCOEACG0	1AESS	1AE10	4Q90
	Denver East CG1	DNVRCOEACG1	1AESS	1AE10	4Q90
	Denver Main CG0	DNVRCOMACG0	1AESS	1AE10	4Q90
	Denver Main CG2	DNVRCOMACG2	1AESS	1AE10	4Q90
	Denver Main DS0	DNVRCOMADS0	5ESS	5E5	4Q90

\*Office scheduled for conversion to a 5ESS in 1990. Switch generic will be 5E6.







\*\* 08 TOTAL PAGE.08 \*\*

Network Disclosure News #30  
CCS-SS7  
Attachment, Page 5

## CCS-SS7 Network Disclosure

Basic CCS-SS7 intraLata call setup functionality is available in the following generics:

### 1AESS

1AE10, 1AE11

Supports TR-TSY-000317, "Call Control Using the Integrated Services Digital Network User Part (ISDNUP)"

### 5ESS

5E4.2, 5E5, 5E6

Supports TR-TSY-000317, "Call Control Using the Integrated Services Digital Network User Part (ISDNUP)"

### DMS-100F

BCS 28, BCS 30

Supports TR-TSY-000317, "Call Control Using the Integrated Services Digital Network User Part (ISDNUP)"

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# NETWORK

DISCLOSURE NEWS No.36

Information for Customer Premises Equipment Manufacturers and Enhanced Services Providers

## Custom Local Area Signaling Services (CLASS) Feature—Calling Name Delivery, Calling Number Delivery

**Disclosure Date:** April 16, 1990

**Summary:** U S WEST today announced its intent to offer a new interface which allows the delivery of the calling party's name to the terminating end office using the multiple data message format. This interface is offered in conjunction with another CLASS Feature, Calling Number Delivery, announced February 1, 1990.

**Location:** A market trial will begin in the following areas October 1990:

Boise, ID	BOISIDMADS0	DMS 100/200
Boise, ID*	BOISIDWECC0	1AESS
Grand Forks, ND	GDFRNDBC77G	DMS 100/200
Emerado, ND	GFABNDBCR55	RSC
Emerado, ND	GFABNDBCR57	RSC
Grafton, ND	GPTNNDBAR53	RSC
Manvel, ND	MANVNDBCR56	RSC
Reynolds, ND	RYNLNDBCR58	RSC
Thompson, ND	THSNNDBCR55	RSC

\* An additional RSC will be placed at this location.

**Timing of Deployment:** Upon successful completion of the Market Trial, the initial offering will be in Boise, ID and Grand Forks, ND. Future offerings will be based on customer demand throughout U S WEST's 14-state area.

**Pricing:** The catalog price list will be available in October 1990.

**Interface Requirements:** Northern Telecom's document NIS S107-1, Issue 2: DMS 100 Switch to Customer Premises Equipment Signaling Interface for CLASS and CLASSPLUS Services describes the interface specifications for Calling Name Delivery. Currently this document is available at no charge by contacting:

Attachment B  
to Affidavit of Philip Linse

Jeffery L. Rea  
Northern Telecom, Inc.  
5575 DTC Parkway, Suite 150  
Englewood, CO 80111

OR CALL: (303) 850-5600

(over)

**U S WEST Network Disclosure News #36, cont.*****Bellcore Technical References***

CLASS Feature—Calling Number Delivery Plus the first revision	TR-TSY-000031	\$23.00
CLASS Feature—Calling Number Delivery Blocking	TR-TSY-000391	\$33.00
SPCS Customer Premises Equipment Data Interface	TR-TSY-000030	\$25.00

**Bellcore Technical References can be obtained by contacting:**

**Bell Communications Research, Inc.  
Customer Services  
60 New England Avenue  
Piscataway, NJ 08854-4196      OR CALL 1-800-521-CORE**

**Additional Information:** Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with this new interface provided by U S WEST may write to:

**P.J. Ballard  
Manager—Network Planning  
1600 Seventh Avenue, Room 2813  
Seattle, WA 98191**

**USWEST**  
COMMUNICATIONS 

# NETWORK

DISCLOSURE NEWS

No. 46

Information for Customer Premises Equipment Manufacturers and Enhanced Services Providers

## Common Channel Signaling-Signaling System 7 (SS7) Protocol-INTERLATA Call Setup

**Disclosure Date:** September 4, 1990

**Summary:**

U S WEST plans to offer Common Channel Signaling Call Setup to Interexchange Carriers (IXC) using the Signaling System 7 Protocol. The provision of IXC Call Setup assumes the IXC has interconnected to the U S WEST Network at the Signaling Transfer Point (STP) serving the LATA in which the IXC wishes to use Technical Reference 394 capabilities. (The U S WEST local STP CLI information is included on page 4 of the attachment.)

**Location:** See attached

**Timing of Deployment:** See attached

**Pricing:** Tariff approval is expected in March 1991.

**Interface Requirements:** The signaling protocol and interface information for Common Channel Signaling can be found in the following Bellcore Technical References:

TR-TSY-000394  
Switching System Requirements for Interexchange Carrier Interconnection using the Integrated Services Digital Network User Part  
Issue 2, July 1989 \$40.00

TR-TSY-000082  
Signaling Transfer Point (STP) Generic Requirements  
Issue 2, January 1988 Revision 1, December 1988 \$55.00  
Revision 2, June 1990 \$25.00

TR-TSY-000064  
Lata Switching Systems Generic Requirements  
Section 6.5 \$1,825.00  
Supplement 1 \$465.00

Attachment C  
to Affidavit of Philip Linse

(over)

**US WEST Network Disclosure News #46 continued**

<b>TR-NPL-000246</b>	
Bell Communication Research Specification of Signaling System Number 7	\$497.75
Revision 1	\$97.50
Revision 2	\$80.00
Revision 3	\$177.00
<b>TR-TSY-000317</b>	
Switching System Requirements for Call Control Using the ISDN User Part	\$40.00
<b>TR-TSV-000905</b>	
Common Channel Signaling Network Interface Specification	\$80.00

These documents can be obtained by writing or calling:  
Bell Communications Research, Inc.  
Customer Services  
60 New England Avenue  
Piscataway, NJ 08854-4196  
(800) 521-CORE

**Additional Information:** Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with the SS7 protocol may write to:

Ron Woldeit  
Manager - CCS Network Planning  
1600 Bell Plaza, Room 2813  
Seattle, WA 98191

U S WEST Network Disclosure News #46

September 4, 1990

Attachment Page 1

The following list represents U S WEST's current deployment plans in 1991 for CCS-SS7 Call Setup to IXCs. This list is subject to change.

OFFICE	CLLI	SWITCH TYPE	GENERIC	DATE
Phoenix, Arizona LATA				
Phoenix Main Tandem	PHNXAZMA01T	DMS200	BCS31	1Q91
Phoenix Main Tops	PHNXMA04T	DMS200	BCS30	1Q91
Thunderbird	SCDLAZTHDSO	5ESS	5E6	1Q91
Mesa	MESAAZMACG0	1AESS	1AE11	1Q91
Phoenix Greenway	PHNXAZGRDSO	5ESS	5E6	1Q91
Phoenix Cactus	PHNXAZCACG0	1AESS	1AE11	1Q91
Tempe McClintock	TEMPAZMCCG0	1AESS	1AE11	1Q91
Phoenix North CGO	PHNXAZNOCG0	1AESS	1AE11	1Q91
Phoenix Northeast	PHNXAZNECG0	1AESS	1AE11	1Q91
Phoenix North CG1	PHNXAZNOCG1	1AESS	1AE11	1Q91
Phoenix Main CG0	PHNXAZMACG0	1AESS	1AE11	1Q91
Phoenix Southeast	PHNXAZSECG0	1AESS	1AE11	1Q91
Phoenix Sunnyslope	PHNXAZSYCC0	1AESS	1AE11	1Q91
Phoenix East	PHNXAZEACG0	1AESS	1AE11	1Q91
Tempe Main DSO	TEMPAZMADSO	DMS100	BCS31	1Q91
Phoenix Main CG1	PHNXAZMACG1	1AESS	1AE11	1Q91
Phoenix North DS1	PHNXAZNODS1	5ESS	5E6	1Q91
Scottsdale Main	SCDLAZMACG0	1AESS	1AE11	1Q91
Phoenix West	PHNXAZWBCG0	1AESS	1AE11	2Q91
Phoenix Northwest	PHNXAZNWCG0	1AESS	1AE11	2Q91
Superstition	SPRSAZWBCG0	1AESS	1AE11	2Q91
Glendale	GLDLAZMACG0	1AESS	1AE11	2Q91
Mesa Gilbert	MESAAZGIDS0	5ESS	5E6	2Q91
Dear Valley	DRVYAZNODS0	5ESS	5E6	2Q91
New River	NWRVAZMARS1	5RSM	5E6	2Q91
Wickenburg	WCBGAZMARS1	5RSM	5E6	2Q91
Phoenix South	PHNXAZSOCG0	1AESS	1AE11	2Q91
Mesa Main	MESAAZMADS0	5ESS	5E6	2Q91
Tempe McClintock	TEMPAZMCDSO	5ESS	5E6	2Q91
Phoenix Main DS1	PHNXAZMADS1	DMS100	BCS32	3Q91
North	PHNXAZNORS1	RLCM	BCS32	3Q91
Phoenix Midrivers	PHNXAZMRCG0	1AESS	1AE11	3Q91
Chandler West	CHNDAZWEDSO	5ESS	5E6	3Q91
Phoenix Pecos	PHNXAZPPRS1	5RSM	5E6	3Q91
Chandler Main	CHNDAZMADS0	5ESS	5E6	3Q91
Galveston	CHNDAZSLRS1	5ORM	5E6	3Q91
Ocotillo	CHNDAZRSRS1	5ORM	5E6	3Q91
Phoenix Maryvale	PHNXAZMRCG0	1AESS	1AE11	3Q91
Shea	SCDLAZSHDS0	5ESS	5E6	3Q91
Fort McDowell	FTMDAZNORS1	RSM	5E6	3Q91
Phoenix Peoria	PHNXAZPRCG0	1AESS	1AE11	3Q91
Superstition	SPRSAZEADS0	DMS100	BCS31	3Q91
Goodyear/Coldwater	GDYRAZCWDS0	DMS100	BCS31	3Q91
Buckeye	BCKYAZMARS1	RSC	BCS31	3Q91
Wintersburg	WNBGAZD1RS1	RSC	BCS31	3Q91
Phoenix Foothills	PHNXAZ81DS0	5ESS	5E6	3Q91
Superstition Main	SPRSAZMACG0	1AESS	1AE11	3Q91
Chandler South	CHNDAZSOCG0	5ESS	5E6	4Q91
Denver, Colorado LATA				
Denver Tandem 02T	DNVRCOMA02T	DMS200	BCS31	1Q91
Denver Tandem 03T	DNVRCOMA03T	DMS200	BCS31	1Q91
Denver Sullivan	DNVRCOSLOC0	1AESS	1AE11	1Q91
Denver Dry Creek	DNVRCODCCG0	1AESS	1AE11	1Q91
Denver East	DNVRCOEACG1	1AESS	1AE11	1Q91

U S WEST Network Disclosure News #46  
September 4, 1990  
Attachment Page 2

Lakewood	LKWDCOMACG0	1AESS	1AE11	1Q91
Denver East	DNVRCOEACG0	1AESS	1AE11	1Q91
Englewood Aberdeen	ENWDCOABCG0	1AESS	1AE11	1Q91
Northglenn	NGLNCOMACG0	1AESS	1AE11	1Q91
Denver Main CG2	DNVRCOMACG2	1AESS	1AE11	1Q91
Denver Main CG0	DNVRCOMACG0	1AESS	1AE11	1Q91
Denver Capital Hill	DNVRCOCH CG0	1AESS	1AE11	1Q91
Denver Capital Hill	DNVRCOCHCG1	1AESS	1AE11	1Q91
Boulder	BLDRCOMADSO	5ESS	5E6	1Q91
Denver Dry Creek	DNVRCODCDS0	5ESS	5E6	1Q91
Curtis Park	DNVRCOCPRS1	5RSM	5E6	1Q91
Southeast	DNVRCOSERS1	5RSM	5E6	1Q91
Sullivan	DNVRCOSLRS1	5RSM	5E6	1Q91
Tech Center	DNVRCOTCRS1	5RSM	5E6	1Q91
Northglenn	NGLNCOMARS1	5RSM	5E6	1Q91
Denver Curtis Park	DNVRCOCPCG0	5ESS	5E6	1Q91
Denver Main DSO	DNVRCOMADS0	5ESS	5E6	2Q91
City/County	DNVRCOFWRS1	5RSM	5E6	2Q91
Social Svcs	DNVRCOHXRS1	5RSM	5E6	2Q91
Lakewood	LKWDCOTCRS1	5ORM	5E6	2Q91
General Hospital	DNVRCOJWRS1	5ORM	5E6	2Q91
Main	DNVRCOMARS1	RSM	5E6	2Q91
Denver Tops	DNVRCOMA3GT	DMS200	BCS31	2Q91
Aurora	AURRCOMADS0	5ESS	5E6	2Q91
Denver Southwest	DNVRCOSWCG0	1AESS	1AE11	2Q91
Denver South	DNVRCOSOCG0	1AESS	1AE11	2Q91
Denver Columbine	DNVRCOCLOG0	1AESS	1AE11	2Q91
Westminster	WMNSCOMACG0	1AESS	1AE11	2Q91
Englewood	ENWDCOMACG0	1AESS	1AE11	2Q91
Table Mesa	TEMACOMACG0	1AESS	1AE11	2Q91
Arvada	ARVDCOMACG0	1AESS	1AE11	3Q91
Littleton	LTTNCOMACG0	1AESS	1AE11	3Q91
Denver Smoky Hill	DNVRCOSHCG0	1AESS	1AE11	3Q91
Denver West	DNVRCOWSCG0	1AESS	1AE11	3Q91
Denver Southeast	DNVRCOSECG0	1AESS	1AE11	3Q91
Broomfield	BRFDCOMACG0	1AESS	1AE11	3Q91
Denver Northeast	DNVRCONECG0	1AESS	1AE11	3Q91
Denver North	DNVRCONOCG0	1AESS	1AE11	3Q91
Golden	GLDNCOMADS0	DMS100	BCS31	3Q91
Highlands Rch	LTTNCOHLDS0	DMS100	BCS31	3Q91
Denver Cottonwood	DNVRCOCWDS0	5ESS	5E6	4Q91
Denver Montbello	DNVRCOMBDS0	5ESS	5E6	4Q91
Brighton	BITNCOMADS0	5ESS	5E6	4Q91
Minneapolis, Minnesota LATA				
Mpls Downtown CG3	MPLSMNDT62G	5ESS	5E6	1Q91
Minneapolis Tan CG2	MPLSMNDT12T	5ESS	5E6	1Q91
Minneapolis OSPS CG4	MPLSMNDT1GT	5ESS	5E6	1Q91
Bltn Normandale	BLTNMNN083E	1AESS	1AE11	1Q91
St. Paul Market CG0	STPLMNMK29E	1AESS	1AE11	1Q91
Hopkins	HPKMNMNHO93E	1AESS	1AE11	1Q91
Rice	SHVWMNR148E	1AESS	1AE11	1Q91
Glen Prairie	EDPRMNGP93E	5ESS	5E6	1Q91
Wayzata	WYZTMNWADS0	5ESS	5E6	1Q91
Orchard	GLYYMNORS4E	DMS100	BCS31	1Q91
Mpls Downtown CG0	MPLSMNDT34E	1AESS	1AE11	2Q91
Mpls Downtown CG1	MPLSMNDT37E	1AESS	1AE11	2Q91
Bltn Cedar	BLTNMNCB85E	1AESS	1AE11	2Q91
Maplewood DSO	MPWDMNMADS0	5ESS	5E6	1Q91
St. Paul Beech	STPLMNBERSA	5ORM	5E6	1Q91
	STPLMNBERSC	5ORM	5E6	1Q91
Cottage Grove	CTGYMNCBRS3	5ORM	5E6	1Q91



U S WEST Network Disclosure News #46  
September 4, 1990  
Attachment Page 4

Seattle Emerson  
Tacoma Lenox  
Tacoma Greenfield  
Tacoma Logan  
Aberdeen Tandem  
Seattle Durwamish  
Seattle Main DSO  
    Bellevue Glencourt  
Mercer Island  
Seattle Parkway  
Auburn  
    Enumclaw  
    Black Diamond  
Puyallup  
Tacoma Skyline  
Des Moines  
Kent Meridian  
Graham

STTLWA04CG0  
TACMWALECG0  
TACMWAGFDS0  
TACMWALODSO  
ABRDWA01C9T  
STTLWADUCG0  
STTLWAMADSO  
BLLVWAGLRS0  
MRISWA01DS0  
STTLWAPADS0  
AUBNWA01DS0  
ENMCWA01RS0  
BDMDWA01RS1  
FYLPAWA01CG0  
TACMWASY75A  
DESMWA01DS0  
KENTWAMED50  
GRHMWAGRDS0

1AESS	1AE11	3Q91
1AESS	1AESS	3Q91
5ESS	1AE11	3Q91
5ESS	5E6	3Q91
100/200	BCS32	4Q91
1AESS	1AESS	4Q91
DMS100	BCS31	4Q91
RLCM	BCS31	4Q91
5ESS	5E6	4Q91
5ESS	5E6	4Q91
5ESS	5E6	4Q91
5RSM	5E6	4Q91
5RSM	5E6	4Q91
1AESS	1AE11	4Q91
1AESS	1AE11	4Q91
5ESS	5E6	4Q91
5ESS	5E6	4Q91
5ESS	5E6	4Q91

Portland, Oregon LATA

Portland Tandem A  
Portland Tandem B  
Pendleton Tandem  
Portland Capital  
Portland Atlantic  
Portland Butler  
Portland Alpine  
Portland Prospect  
Vancouver Oxford  
Portland Harold St.  
Portland Cherry  
Portland Cypress  
Portland Capital  
    Portland Capital  
    Hawthorne  
Salem Main  
Oregon City  
Milwaukie  
Orchards  
Portland Belmont  
Lake Oswego  
Salem 10th Ave  
Portland Capital

PTLDOR13C9T  
PTLDOR131GT  
PNTNOR56C9T  
PTLDOR69DS1  
PTLDOR12CG0  
PTLDOR14CG0  
PTLDOR11CG0  
PTDLOR18CG0  
VANCWA0169C  
PTLDOR08DS0  
PTLDOR17CG0  
PTLDOR02DS0  
PTLDOR69DS0  
PTLDORCJRS0  
PTLDORHARS0  
SALMOR58CG0  
ORCYOR18CG0  
MLWKOR17CG0  
ORCHWA01CG0  
PTLDOR13CG0  
LKOSOR62DS0  
SALMOR59DS0  
PTLDOR69DS2

DMS200	BCS31	1Q91
DMS200	BCS31	1Q91
DMS200	BCS30	1Q91
5ESS	5E6	1Q91
1AESS	1AE11	2Q91
5ESS	5E6	2Q91
1AESS	1AE11	2Q91
5ESS	5E6	2Q91
DMS100	BCS31	2Q91
RLCM	BCS31	2Q91
RLCM	BCS31	2Q91
1AESS	1AESS	2Q91
1AESS	1AE11	2Q91
5ESS	5E6	4Q91
5ESS	5E6	4Q91
5ESS	5E6	1Q92

Local STP Pairs in the U S WEST Region

LATA SERVED	OFFICE	CLLI	SWITCH TYPE	GENERIC	DATE
Denver	Dry Creek	DNVRCOD000W	AXE10	AS13	1Q91
	Main	DNVRCOMA19W	AXE10	AS13	1Q91
Omaha	Douglas	OMAHNENW20W	AXE10	AS13	1Q91
	"O" Street	OMAHNEOS20W	AXE10	AS13	1Q91
Phoenix	Deer Valley	DRVYAZNO00W	AXE10	AS13	1Q91
	Mesa	MESAAZMA00W	AXE10	AS13	1Q91
Portland	Belmont	PTLDOR1303W	AXE10	AS13	1Q91
	Capitol	PTLDOR6900W	AXE10	AS13	1Q91
Minneapolis	Beard	MPLSMNBE92W	AXE10	AS13	1Q91
	St. Paul Midway	SPTLNMN164W	AXE10	AS13	1Q91
Seattle	Main	STTLWA0608W	AXE10	AS13	1Q91
	East	STTLWA0301W	AXE10	AS13	1Q91

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# NETWORK

DISCLOSURE NEWS No. 52

Information for Customer Premises Equipment Manufacturers and Enhanced Services Providers

## Custom Local Area Signaling Services (CLASS) Feature—Calling Name Delivery 10/23/90 REISSUE AND CORRECTION OF #36

**Disclosure Date:** September 4, 1990

**Summary:**

US WEST today announced its intent to offer a new interface which allows the delivery of the calling party's name to the terminating end office using the multiple data message format. This interface is offered in conjunction with another CLASS Feature, Calling Number Delivery, announced February 1, 1990. The purpose of this disclosure is to clarify the market trial locations and to identify a new technical reference.

**Location:**

A market trial will begin in the following areas February 1991:

Boise, ID	BOISIDMADS0	DMS.100/200
Boise, ID	BOISIDWECG0	1AESS
Boise, ID	BOISIDMACG0	1AESS

**Timing of Deployment:**

Upon successful completion of the Market Trial, the initial offering will be in Boise, ID. Future offerings will be based on customer demand throughout US WEST's 14-state area.

**Pricing:**

The catalog price list will be available in February 1991.

**Interface Requirements:**

Northern Telecom

NIS S107-1, Issue 0.2: DMS 100 Switch to Customer Premises Equipment Signaling Interface for CLASS and CLASSPLUS Services describes the interface specifications for Calling Name Delivery. Price: \$35.00

Northern Telecom, Inc.

Dept. 6611/MVL

P.O. Box 13010

Research Triangle Park, NC 27709 OR CALL (800) 347-4850

Attachment D  
to Affidavit of Philip Linse

(over)

\* \*\* TOTAL PAGE. 11 \*\*

U S WEST Network Disclosure News #52, cont.

AT&T Technical Reference

Customer Information Release C112 010-099-010 IR: Local Area Signaling Services (LASS)  
Protocol for Analog Calling Name Delivery (ACND) (1AESS and 5ESS switch types)  
Price: no charge

The above technical reference can be obtained by contacting:

AT&T  
Attn: Erv Johnson - Technical Consultant  
3030 N. 3rd Street, #1030  
Phoenix, AZ 85012 OR CALL (602) 640-9697

Bellcore Technical Reference

TR-TSY-000030 Issue 1, Nov. 1988: FPCS Customer Premises Equipment Data Interface  
Price: \$25.00

The above technical reference can be obtained by contacting:

Bell Communications Research, Inc.  
Customer Services  
60 New England Ave.  
Piscataway, NJ 08854-4196 OR CALL (800) 521-CORE

**Additional Information:** Any customer premises equipment vendor/manufacturer or enhanced services provider desiring additional technical information in conjunction with this new interface provided by U S WEST may write to:

P.J. Ballard  
Manager—Network Planning  
421 SW Oak, Room 7N11  
Portland, OR 97204

U S WEST Communications  
999 Main Street, 11th Floor  
Post Office Box 7888  
Boise, Idaho 83723  
208 385-2628 Office  
208 385-8026 Facsimile

Barbara L. Wilson  
Idaho Vice President

**USWEST**  
COMMUNICATIONS 

April 30, 1993

TRANSMITTAL NO. 93-6-PL

Myrna Walters, Secretary  
Idaho Public Utilities Commission  
Statehouse Mail  
Boise, Idaho 83720

Dear Myrna:

Changes in the Access Service Catalog for U S WEST Communications in southern is hereby submitted in accordance with Section 62-606 Idaho Code.

This filing is made to introduce Common Channel Signaling Access Capability and to introduce two new optional features available with Feature Group D (FGD) - Clear Channel Capability (CCC) and Signaling System 7 (SS7) Out of Band Signaling.

Common Channel Signaling Access Capability is a switched access service which allows a customer to interconnect their Common Channel Signaling (CCS) network with U S WEST's CCS network. This service provides the platform through which customers will be able to obtain access to USWC's services requiring Common Channel Signaling such as CCC, SS7 out of band signaling, and others. Three network components make up CCSAC: the Signal Transfer Point (STP) Access Connection, the STP Port, and the STP Link. USWC's CCS/SS7 network is a dedicated digital data network which is separate from the regular message network. The existing message network carries the voice/data communications, <sup>while</sup> the CCS7 network carries the signaling.

Clear Channel Capability allows a customer to send information at 64 kbps. CCC may be requested in concert with the initial installation of FGD, or the customer may request rearrangement of existing FGD service. Utilizing a DS1 facility, CCC allows 64 kbps of throughput on each of the 24 DSO trunks.

**Attachment E**  
to Affidavit of Philip Linse

Myrna Walters  
Page 2  
April 30, 1993

SS7 out of band signaling is a FGD optional feature which provides the customer the ability to use this signaling to set up trunks on a per call basis. It also provides the automatic transmission of calling party number (CPN) and carrier selection parameter (CSP). Calling party number will be automatically transmitted with SS7 out of band signaling in those offices suitably equipped with the software that allows customers to elect to block their CPN information from being displayed to the called party. CSP signaling indicator signifies to the customer that the call being processed was originated from a presubscribed end user line or was dialed using a 10XXX code. When requested on the initial installation of FGD, SS7 out of band signaling is a nonchargeable optional feature. When it is requested on existing FGD service, a rearrangement charge will apply.

These changes will be effective June 1, 1993. Questions may be directed to Pat Stewart at (208) 385-2314.

Yours truly,



Barbara L. Wilson  
Idaho Vice President.

1801 California Street, Room 4610  
Denver, Colorado  
April 12, 1993

Pat Stewart  
Manager  
Boise, Idaho

IDAHO CCC/CCSAC/SS7 ACCESS SERVICE FILING

Attached for your filing are revisions to the Idaho Access Service catalog.

This filing introduces Clear Channel Capability (CCC), Common Channel Signaling Access Capability (CCSAC) and SS7 Out of Band Signaling (SS7).

CCC is a new Common Switching optional feature available with Feature Group D Access Service. 64 CCC permits the customer the ability to originate and terminate voice and data from/to their end users over a clear channel at a rate of 64 kbps.

CCSAC is a Switched Access Service which permits the customer to interconnect their Common Channel Signaling Network (CCSN) with USWC's CCS network. This service is the platform for CCS application services; e.g., SS7 Out of Band Signaling, CCC and future services.

SS7 is a new Common Switching optional feature available with Feature Group D Access Service. SS7 provides the customer the ability to use the CCSAC to set up trunks on a per call basis. This reduces call set-up time, thus resulting in shorter calls.

On the day the formal Commission filing is made, please send copies (transmittal letter, tariff/catalog pages and any information provided to the commission that is not proprietary or confidential), via Bell Express, to the following persons:

Patty Hahn  
1999 Broadway, Room 940  
Denver, Colorado

Martha Pheils  
1801 California St., Room 2120  
Denver, Colorado

An approved Product/Service Authorization Form is attached. Carrier Marketing would like this filing effective as soon as possible.

If you have any questions, please contact me on (303) 896-1024. If your question involves the supporting information, contact Barbara Markovitz, Product Manager, on (303) 896-9426.



JEAN ROBERTS  
Manager-Tariffs

Attachments

Copies to: Corporate Tariff Distribution-Access, List 2, Barb Hjelmaa  
and Barbara Markovitz

**ATTACHMENT E**  
**to Petition for Reconsideration of Order No. 29219**

**CONFIDENTIAL ATTACHMENT**

**ATTACHMENT F**  
**to Petition for Reconsideration of Order No. 29219**  
**ILLUMINET INTERCONNECTION AGREEMENT**  
**(PAGES 25 AND 31)**

any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

**(A)3.11 Warranties**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**(A)3.12 Assignment**

(A)3.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. If ELI's assignee or transferee has an Interconnection agreement with USW, the Parties shall meet and negotiate the resolution of conflicts and discrepancies between the assignee's or transferee's Interconnection agreement and this Agreement. To the extent the Parties cannot agree to a resolution, the Dispute Resolution provisions shall apply. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. Nothing in the foregoing is intended to alter ELI's rights pursuant to Section 252(i) of the Telecommunications Act as set forth Section (A)3.33.

(A)3.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of ELI, or any sale, transfer, pledge or other disposition by ELI of securities representing more than 50% of the securities entitled to vote in an election of ELI's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by ELI of substantially all of its assets, shall be deemed a transfer of control.

**(A)3.13 Default**

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution

**CONFIDENTIAL DOCUMENTS  
WERE INCLUDED IN THIS FILING**