

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition of QWEST)	
CORPORATION for Arbitration of an)	
Interconnection Agreement with UNION)	
TELEPHONE COMPANY d/b/a UNION)	DOCKET NO. 04-049-145
CELLULAR under Section 252 of the)	
Federal Telecommunications Act)	

SURREBUTTAL TESTIMONY OF

ROBERT H. WEINSTEIN

ON BEHALF OF

QWEST CORPORATION

November 7, 2005

1 **Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**

2 A. My name is Robert H. Weinstein. I am employed by Qwest Corporation (Qwest) in the
3 Wholesale Markets organization. My business address is 1801 California Street, 24th
4 Floor, Denver, Colorado, 80202.

5 **Q. ARE YOU THE SAME ROBERT H. WEINSTEIN WHO FILED DIRECT AND**
6 **REBUTTAL TESTIMONY IN THIS PROCEEDING?**

7 A. Yes.

8 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

9 A. The purpose of my testimony is to respond to the Union Cellular rebuttal testimony of
10 Mr. Woody.

11 **Q. MR. WOODY CLAIMS QWEST INSISTS “IT HAS A RIGHT TO “DUMP”**
12 **UNIDENTIFIED TRAFFIC TO UNION WITHOUT COST”. IS THIS**
13 **CORRECT?**

14 A. No. Mr. Woody mischaracterizes Qwest's position. Qwest complies with the FCC rulings
15 discussed in my previous testimony and forwards all information it receives from the
16 originating carrier to the terminating carrier without alteration. If any party can be
17 accused of “dumping” unidentified traffic it would have to be the originator of that traffic
18 not the transit carrier. Contrary to Mr. Woody’s assertions, Union needs to address with
19 the originating carriers during the section 252 negotiations process any concerns about
20 the completeness of the call or carrier identification information.

21 **Q. MR. WOODY ALSO CLAIMS THAT QWEST “ARGUES AGAINST HAVING**
22 **ANY RESPONSIBILITY FOR TRANSITING TRAFFIC.” IS THIS TRUE?**

23 A. Absolutely not. Qwest is responsible for transmitting to terminating carriers all
24 information it receives from the originating carriers. Because a transit carrier does not
25 have a relationship with the end user of the originating or terminating carrier, it cannot be
26 required to bear responsibilities other than transiting the traffic with the incoming
27 information provided by the originating carrier. To otherwise, places the burden on
28 Qwest customers who are not parties to the call itself. As discussed in my direct and
29 rebuttal testimony, this complies with FCC rulings on the issues.

30 **Q. BOTH YOU AND MR. WOODY CITE THE MONTANA STATUTES IN THE**
31 **REBUTTAL TESTIMONY. IS HIS INTERPRETATION OF THE STATUTE**
32 **CORRECT?**

33 A. No. A plain reading of the statute, § 69-3-815, demonstrates that the law supports
34 Qwest’s position. Sections (1) and (2) of the statute make the originating/providing
35 carrier responsible for the identifying information, while section (3) is equivalent to
36 Qwest’s proposed language and complies with the FCC rulings. The section cannot be
37 read to support Union Cellular’s point of view. The Montana law and Qwest’s proposed
38 language are clear: a transit carrier is not liable for traffic if the transit carrier passes on
39 all information from the originating carrier without alteration Union Cellular's proposed
40 language requiring a transit carrier to compensate a terminating carrier when the transit
41 carrier has transmitted all of the information it receives from the originating carrier is
42 wrong as a matter of law and policy.

43 **Q. MR. WOODY SUGGESTS THAT QWEST SHOULD PROVIDE TRANSIT**
44 **RECORDS FOR FREE. IS THAT COVERED UNDER A DISPUTED SECTION**
45 **OF THE INTERCONNECTION AGREEMENT?**

46 A. No. As I pointed out in my direct testimony, Union Cellular does not provide a logical
47 basis its claim. The disputed paragraph, Section 6.2.4.3.3 requires the “originating
48 company” to provide billable usage and records. The section does not require a transit
49 company to provide the records. Union Cellular’s own statement of position, direct
50 testimony and rebuttal testimony do not address the originating carrier requirement for
51 billing data or records. Union Cellular has again not provided any discussion or
52 testimony to support its position. Instead, Union Cellular simply makes claims of
53 entitlement without support for its proposed language.

54 **Q. MR. WOODY MAKES THE FOLLOWING STATEMENTS IN HIS REBUTTAL**
55 **TESTIMONY: “QWEST OBJECTS TO UNION’S REQUEST FOR THE**
56 **BILLING OF NON-LOCAL OR INTERMTA TRAFFIC”;** “QWEST, IN ITS
57 **LANGUAGE, IS DEMANDING, AS ALLOWED BY THE FCC, TO BILL FOR**
58 **NON-LOCAL OR INTERMTA TRAFFIC AT ITS SWITCHED ACCESS**
59 **TARIFFED RATES”;** AND “UNION IS SIMPLY REQUESTING THE SAME.”
60 **ARE THESE STATEMENTS ACCURATE?**

61 A. In part yes. Union Cellular admits that Qwest has the right to bill InterMTA or non local
62 traffic at its switched access tariffed rates. Qwest agrees. However, while Qwest does
63 not object to Union Cellular billing InterMTA or non local traffic to its end user
64 customers or to the long distance carrier serving and billing the carrier, Qwest

65 strenuously objects to Union Cellular billing Qwest for InterMTA traffic when Qwest is
66 not the customer's chosen long distance carrier. When a Qwest local service customer
67 has chosen another carrier to provide its long distance service, Qwest hands the call off to
68 that long distance carrier. Qwest charges the long distance carrier for originating access.
69 If the called party is served by Union Cellular, it may charge the long distance carrier for
70 terminating access. Union may not charge terminating access to Qwest, which does not
71 provide long distance service to the caller.

72 **Q. DOES MR. WOODY PROVIDE ANY REASON OR IN FACT, ANY TESTIMONY**
73 **ON WHY UNION CELLULAR'S CHANGES SHOULD BE ALLOWED**

74 A. No. As with most of his testimony, Mr. Woody just states what Union Cellular wants but
75 does not provide support for the position. Union Cellular's changes are confusing and
76 unnecessary. I have provided authority and examples of why Qwest's proposed language
77 should be adopted by the Commission and why Union Cellular's language should be
78 rejected.

79 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

80 A. Yes.

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85 State of Colorado)
86) ss.
87 County of Denver)
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89 I, Robert H. Weinstein, being first duly sworn on oath, state that the answers in the foregoing written
90 testimony are true and correct to the best of my knowledge, information and belief. Except as stated in the
91 testimony, the exhibits attached to the testimony were prepared by me or under my direction and supervision, and
92 they are true and correct to the best of my knowledge, information and belief. Any exhibits not prepared by me or
93 under my direction and supervision are true and correct copies of the documents they purport to be.

94

95 _____
96 Robert H. Weinstein

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98 SUBSCRIBED AND SWORN TO this 7th day of November, 2005.

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Notary Public