

Exhibit No. \_\_\_\_\_  
Issues: OE & Numbering  
Witness: Hoke Knox  
Type of Exhibit: Rebuttal Testimony  
Party: Sprint Communications, L.P.  
Case No. TO-2005-0336

**BEFORE THE PUBLIC SERVICE COMMISSION**

**STATE OF MISSOURI**

**Southwestern Bell Telephone, L.P., d/b/a )  
SBC Missouri's Petition for Compulsory )  
Arbitration of Unresolved Issues for a )  
Successor Interconnection Agreement to )  
the Missouri 271 Agreement ("M2A") )**

**Case No. TO-2005-0336**

**REBUTTAL TESTIMONY**

**OF**

**HOKE R. KNOX**

**ON BEHALF OF  
SPRINT COMMUNICATIONS COMPANY L.P.**

**MAY 19, 2005**

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

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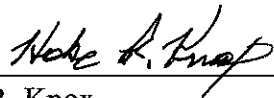
Case No. TO-2005-0336

**AFFIDAVIT OF HOKE R. KNOX**

STATE OF KANSAS     )  
   ) ss:  
COUNTY OF JOHNSON     )

I, Hoke R. Knox, being of lawful age and duly sworn, state the following:

1. I am currently Regulatory Affairs Manager for Sprint Communications Company L.P.
2. I have participated in the preparation of the attached Rebuttal Testimony in question and answer form to be presented in the above entitled case;
3. The answers in the attached Rebuttal Testimony were given by me; and,
4. I have knowledge of the matters set forth in such answers and that such matters are true and correct to the best of my knowledge and belief.

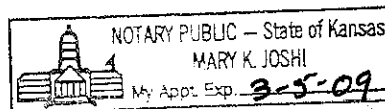
  
\_\_\_\_\_  
Hoke R. Knox

Subscribed and sworn to before me on this 19<sup>th</sup> day of May, 2005.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires:

March 5, 2009



**SECTION I -- INTRODUCTION**

1    **Q.     Please state your name, title and business address.**

2    **A.     My name is Hoke R. Knox. I am Regulatory Affairs Manager, for Sprint**  
3           Corporation. My business address is 6450 Sprint Parkway, Overland Park,  
4           Kansas 66251.

5  
6    **Q.     Are you the same Hoke Knox that filed direct testimony in this proceeding on**  
7           **May 9, 2005?**

8    **A.     Yes.**

9  
10   **Q.     What is the purpose of your testimony?**

11   **A.     The purpose of my testimony is to address the following issues raised by SBC**  
12           witnesses Carol Chapman and Scott McPhee. The following two issues are  
13           addressed in my rebuttal testimony:

14           1.     Out of Exchange Traffic: SBC's Out of Exchange Traffic Appendix (SBC  
15           OE-LEC), Issue Number 1, (01T Out of Exchange). Should the Out of Exchange  
16           Appendix be included in the Agreement at all? This is also included as GT&C  
17           Issue Number 4 and Appendix ITR Issue 8.

18           2.     Numbering: SBC Numbering Appendix, Section 2.7.1, Issue Number 1.  
19           Should the Numbering Appendix contain language regarding full NXX migration  
20           cost recovery?

1 **OUT OF EXCHANGE APPENDIX**

2 **Q. Please summarize Sprint's position regarding this issue.**

3 **A.** Sprint opposes SBC's position that an "Out of Exchange Traffic" Appendix is  
4 required in this Interconnection Agreement. SBC's proposed Out of Exchange  
5 Appendix is redundant and the traffic types identified in the Out of Exchange Traffic  
6 Appendix are already covered in other appendices, such as the Intercarrier  
7 Compensation Appendix. Trunking arrangements for interconnection are covered in  
8 the ITR Appendix, Section 5.2 for local traffic, Section 5.4 for combined traffic and  
9 other parts of Section 5 also covers miscellaneous local traffic like 9-1-1 and Operator.  
10 Compensation for these various traffic types are covered in the Intercarrier  
11 Compensation Appendix Sections 4 – 9. These trunking and compensation  
12 arrangements are working today. With these arrangements in place, the Out of  
13 Exchange Traffic Appendix is redundant and not needed. The Out of Exchange  
14 language implies that separate trunk groups are needed for any CLEC traffic from a  
15 non-SBC exchange. Why should traffic from a non-SBC exchange (e.g., Platte City)  
16 be treated differently from an SBC exchange (e.g., Buckner) as stated in Out of  
17 Exchange Section 4? Why should the non-SBC Platte City traffic (Sprint exchange  
18 with MCA to Kansas City, Mo.) be routed differently from that of the SBC Buckner  
19 traffic (SBC exchange with MCA to Kansas City, Mo.)? Also, technically and  
20 operationally, SBC is trying to place special stipulations on Sprint that it does not  
21 follow itself and cannot implement in an economic manner, e.g., the routing of FX  
22 traffic to the serving tandem as required by Section 4.4 of the Out of Exchange  
23 Appendix.

1 **Q. Is SBC Missouri legally obligated to provide Section 251(c) services outside**  
2 **its incumbent territories?**

3 **A.** Yes. But, in the direct testimony of SBC witness Scott McPhee erroneously states  
4 at page 68, line 8 that "SBC Missouri is not legally obligated to provide Section  
5 251(c) services outside of its incumbent territories". Sprint asks the Missouri  
6 PSC to consider how SBC has been offering, for many years, two-way local and  
7 toll traffic to its customers between non-SBC exchanges of other ILECs including  
8 Sprint's ILEC (e.g., Platte City) in Missouri, CMRS carriers, and IXC's? Now,  
9 SBC wants to deny CLECs an equivalent and non-discriminatory interconnection  
10 for like two-way traffic. SBC offers to its end users Missouri PSC approved  
11 tariff services that allow the exchange of two-way traffic, such as EAS, intralata  
12 toll, and intrastate toll calling to exchanges that are not SBC exchanges. Section  
13 251(c)(2) requires interconnection equal to that that SBC provides to itself  
14 without discrimination. SBC offers its end users two-way communications to  
15 non-SBC exchanges (other ILEC exchanges), and SBC has a Section 251(c)(2)  
16 obligation to CLECs for like two-way traffic. SBC should offer equivalent  
17 Section 251(c)(2) interconnection to all carriers not just other ILECs.

18  
19 **Q. What is Sprint's desired outcome for this issue?**

20 **A.** The Out of Exchange Appendix should be deleted in its entirety. In practice, this  
21 appendix simply allows SBC to create unjustified and redundant regulatory  
22 burdens for CLECs. For instance, the FX requirements in Section 4 would be  
23 cost prohibitive for new trunking routes, Network upgrades, OSS changes,

1 training, etc. with Sprint having only a few FX customers. Sprint submits that the  
2 terms and conditions contained within SBC's proposed Out of Exchange  
3 Appendix are redundant and are already fully addressed in other Appendices and  
4 that the traffic types identified in the Out of Exchange Traffic Appendix are  
5 already covered in other appendices. For example, trunking arrangements for  
6 interconnection are covered in the ITR Appendix; Section 5.2 for local traffic,  
7 Section 5.4 for combined traffic and other parts of Section 5 also covers  
8 miscellaneous local traffic like 9-1-1 and Operator. Compensation for these  
9 various traffic types are covered in the Intercarrier Compensation Appendix  
10 Sections 4 – 9. These trunking and compensation arrangements are working  
11 today. With these arrangements in place, the Out of Exchange Traffic Appendix  
12 is redundant and not needed. Sprint also believes that the Out of Exchange  
13 appendix is SBC's approach to establish its own costly regulatory paradigm  
14 outside Missouri's PSC's allowed regulatory rules and those of the  
15 Communications Act.

16  
17 **NUMBERING APPENDIX**

18 **Q. Please summarize Sprint's position regarding this issue.**

19 **A.** Sprint opposes SBC's position that the Numbering Appendix should contain  
20 language regarding full NXX migration cost recovery. Sprint is opposed to the  
21 additional SBC language because under the existing porting processes for a full  
22 NXX, each party is responsible for its own cost per the FCC's Local Number

1 Portability rules and related Orders and SBC should not be allowed double  
2 compensation.

3

4 **Q. Is SBC's charge for NXX migration in Chapman's testimony for "fair**  
5 **compensation" proper or is SBC violating FCC rules and double dipping on**  
6 **compensation?**

7 **A.** The SBC charge is not proper, and SBC's proposal does violate FCC rules.  
8 SBC's witness Carol Chapman states on page nine, line thirteen of her direct  
9 testimony: "An NXX migration involves moving the entire block of numbers  
10 associated with a particular NXX to a different carrier's switch. This activity  
11 requires a significant amount of work, and SBC Missouri is simply requesting that  
12 it continue to receive fair compensation for this work." NXX migration is  
13 number portability. The FCC rejected SBC's position in CC Docket 95-116, FCC  
14 98-82 released May 12, 1998, paragraph 137, stating that: "Requiring incumbent  
15 LECs to bear their own carrier-specific costs directly related to providing number  
16 portability will not disadvantage any telecommunications carrier because under an  
17 LRN implementation of long-term number portability a carrier's costs should vary  
18 directly with the number of customers that carrier serves."

19

20 **Q. Is SBC already compensated for disconnecting a customer's service?**

21 **A.** Yes. SBC as an ILEC is already compensated under its existing price cap rates  
22 for disconnecting a customer's service. Why should another carrier like Sprint  
23 have to pay SBC again for disconnecting a ported numbers which is no different

1       than an SBC end user disconnecting service? Also, what would justify the  
2       \$10,000 charge (Chapman Testimony page 88 line 7) for SBC to concur that  
3       Sprint is now the NXX Code holder in the LERG? Sprint must perform similar  
4       work in its network and support systems to establish the ported NXX as SBC does  
5       to disconnect the NXX. The FCC's approach is "fair" in that both parties should  
6       bear their own cost for portability, and the Missouri PSC should not allow SBC to  
7       be compensated twice (price cap rates include disconnect (+) a special number  
8       portability fee) nor allow SBC to upset the competitive level playing field for  
9       number portability.

10  
11    **Q.    What is Sprint's desired outcome for this issue?**

12    **A.    Sprint opposes the additional language submitted by SBC. The parties differ only**  
13       on the statement in the final sentence of Section 2.7.1. The specific language that  
14       Sprint does not support is **"The Party to whom the NXX is migrated will pay**  
15       **NXX migration charges per NXX to the Party formerly assigned the NXX as**  
16       **described in the Pricing Appendix under 'Other'".** SBC's proposed last  
17       sentence is contrary to FCC rules regarding local number portability cost  
18       recovery, and SBC should not be allowed double compensation for NXX  
19       migrations.

20  
21    **Q.    Does this conclude your testimony?**

22    **A.    Yes.**