

Exhibit No. _____
Issues: Out of Exchange &
Numbering
Witness: Hoke R. Knox
Type of Exhibit: Direct 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

DIRECT TESTIMONY

OF

HOKE R. KNOX

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

MAY 9, 2005

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.

6 **Q. Please summarize your educational and professional background.**

7 **A. I hold a B.S. in Business Administration from North Carolina Wesleyan College,**
8 an A.A.S. in Industrial Management Technology from Pitt Community College,
9 and an A.A.S. in Electronics Technology from Pitt Technical Institute. I have
10 worked for Sprint since October 1969. Prior to my current position, I have held
11 several positions with Sprint in the areas of network switching, traffic staff
12 supervisor-traffic engineering, senior engineer-network planning, product
13 development manager, manager-network planning, manager-architecture &
14 strategic planning. My work experience has been in both the Local and Long
15 Distance divisions of Sprint. In my current position, I have responsibility for
16 developing state and federal regulatory and legislative policy for Sprint's local,
17 long distance, and wireless divisions.

19 **Q. Have you testified before any regulatory commissions?**

20 **A. Yes. I have provided testimony in Missouri and various other states.**

22 **Q. On whose behalf are you testifying?**

1 **A.** I am testifying on behalf of Sprint Communications Company, L.P (hereafter
2 referred to as “Sprint”).

3
4 **Q.** **What is the purpose of your Direct Testimony?**

5 **A.** The purpose of my Direct Testimony is to provide Sprint’s positions regarding the
6 following two (2) outstanding issues:

7 1. Out of Exchange Traffic: SBC’s Out of Exchange Traffic Appendix (SBC
8 OE-LEC), Issue Number 1, (01T Out of Exchange). Should the Out of Exchange
9 Appendix be included in the Agreement at all? This issue also is present in the
10 General Terms and Condition section of the contract and is listed is DPL Issue
11 Number 4.

12 2. Numbering: SBC Numbering Appendix, Section 2.7.1, Issue Number 1.
13 Should the Numbering Appendix contain language regarding full NXX
14 migration cost recovery?

15
16 **Q.** **Please summarize your Direct Testimony?**

17 **A.** First, Sprint does not support SBC’s position that an “Out of Exchange Traffic”
18 Appendix needs to be included in the Interconnection Agreement. SBC’s
19 proposed Out of Exchange Appendix is redundant and the traffic types identified
20 in the Out of Exchange Traffic Appendix are already covered in other appendices
21 like the Intercarrier Compensation Appendix. Also, technically and operationally,
22 SBC is trying to place special stipulations on Sprint that it does not follow itself
23 and cannot implement. For example, the routing of FX traffic to the serving

1 tandem as required by Section 4.4 of the Out of Exchange Appendix. Second,
2 Sprint does not support SBC's position that the Numbering Appendix should
3 contain language regarding full NXX migration cost recovery. Sprint is opposed
4 to the additional SBC language because under the existing porting processes for a
5 full NXX, each party is responsible for its own cost per the FCC's Local Number
6 Portability rules and related Orders.

7
8 **SECTION II – UNRESOLVED ISSUE DISCUSSION**

9 **Q. Please state your first unresolved issue.**

10 **A.** Should the Out of Exchange Appendix be included in the Agreement?
11

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

13 **A.** The Out of Exchange Appendix should be deleted in its entirety. Sprint submits
14 that the terms and conditions contained within SBC proposed Out of Exchange
15 Appendix are redundant and are already fully addressed in other Appendices and
16 the traffic types identified in the Out of Exchange Traffic Appendix are already
17 covered in other appendices.
18

19 **Q. What is Sprint's position on the question that the Out of Exchange Appendix**
20 **should be included in the Agreement?**

21 **A.** Sprint does not believe that the "Out of Exchange Traffic" Appendix is needed at
22 all. Sprint submits that the terms and conditions contained within SBC proposed
23 "Out of Exchange Traffic" Appendix are redundant and the traffic types identified

1 in the Out of Exchange Traffic Appendix are already covered in other appendices
2 like the Intercarrier Compensation Appendix, Sections 3 & 5-11. Technically and
3 operationally, SBC is trying to place special stipulations on Sprint that it does not
4 follow and cannot implement like the routing of FX traffic to the serving tandem
5 as required by Section 4.4 of the Out of Exchange Appendix. SBC is trying to
6 label FX traffic which is sold to end users as Feature Group A (FG-A) traffic
7 which is used by carriers. It would be very costly, technically and operationally,
8 to make the FX service function like a FG-A service. Also, Sprint's LEC that
9 operates in Missouri cannot technically or operationally meet the FX requirements
10 as identified in the proposed Appendix.

11
12 **Q. Please state your second unresolved issue.**

13 **A.** Should the Numbering Appendix contain language regarding full NXX migration
14 cost recovery?
15

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

17 **A.** Sprint does not believe that the SBC language included in the last sentence in
18 SBC Section 2.7.1 of the Numbering Appendix is in keeping with FCC Orders
19 and industry standards. Sprint seeks to exclude the last sentence:

20 Where either Party has activated or reserved under contract or tariff an
21 entire NXX for a single end user and such End-User chooses to receive
22 service from the other Party, the first Party shall cooperate with the second
23 Party to have the entire NXX reassigned in the LERG (and associated
24 industry databases, routing tables, etc.) to an End Office operated by the
25 second Party. Such transfer will require development of a transition
26 process to minimize impact on the Network and on the end user(s)' service
27 and will be subject to appropriate industry lead times (currently forty-five

1 (45) days) for movements of NXXs from one switch to another. [**The**
2 **Party to whom the NXX is migrated will pay NXX migration charges**
3 **per NXX to the Party formerly assigned the NXX as described in the**
4 **Pricing Appendix under “OTHER”].**
5

6 In a situation where either Party has activated or reserved under contract or tariff
7 an entire NXX for a single end user and such End-User chooses to receive service
8 from the other Party, the first Party shall cooperate with the second Party to have
9 the entire NXX reassigned in the LERG (and associated industry databases,
10 routing tables, etc.) to an End Office operated by the second Party. Both parties
11 will transfer the respective NXX(s) via current industry guidelines and should
12 bear its own respective cost for the transfer, as required under the FCC’s number
13 portability rules and associated industry portability guidelines.
14

15 **Q. What is Sprint’s position on the question with regard to the Numbering**
16 **Appendix provisions that contain language regarding full NXX migration**
17 **cost recovery?**

18 **A.** Sprint does not support the additional language submitted by SBC. The parties
19 differ only on the statement in the final sentence of Section 2.7.1. The specific
20 language that Sprint does not support is **“The Party to whom the NXX is**
21 **migrated will pay NXX migration charges per NXX to the Party formerly**
22 **assigned the NXX as described in the Pricing Appendix under ‘Other’”.**
23 SBC’s proposed last sentence is contrary to FCC rules regarding local number
24 portability cost recovery. Sprint is opposed to the additional SBC language
25 because under the porting process for a full NXX, each party is responsible for its

1 own cost under the FCC's Local Number Portability rules (CC Docket 95-116
2 Third Report & Order). See Exhibit HRK#1. Additionally, under CC Docket 95-
3 116, FCC 98-82 released May 12, 1998, paragraph 137 states "Requiring
4 incumbent LECs to bear their own carrier-specific costs directly related to
5 providing number portability will not disadvantage any telecommunications
6 carrier because under an LRN implementation of long-term number portability a
7 carrier's costs should vary directly with the number of customers that carrier
8 serves." The Industry Numbering Committee's Central Office Code Assignment
9 Guidelines, Section 7 described the porting process for transferring a full NXX
10 instead of porting the individual 10,000 numbers at a reduced cost to consumers
11 and to the industry. For these reasons, each Party should bear their own costs.
12 (See HRK#2)

13
14 **SECTION III – CONCLUSION**

15 **Q. Please summarize your Direct Testimony.**

16 **A.** First, Sprint does not support SBC's position that an Out of Exchange Appendix
17 needs to be included in the Agreement. SBC's proposed Out of Exchange
18 Appendix is redundant and the traffic types identified in the Out of Exchange
19 Traffic Appendix are already covered in other appendices like the Intercarrier
20 Compensation Appendix. Technically and operationally, SBC is trying to place
21 special stipulations on Sprint that it does not follow and cannot implement like the
22 routing of FX traffic to the serving tandem as required by Section 4.4 of the Out
23 of Exchange Appendix. Second, Sprint does not support SBC's position that the

1 Numbering Appendix contains language regarding full NXX migration cost
2 recovery. Sprint is opposed to the additional SBC language because under the
3 normal porting process for a full NXX, each party is responsible for its own cost
4 under the FCC's Local Number Portability rules (CC Docket 95-116 Third
5 Report & Order. Under CC Docket 95-116, FCC 98-82 released May 12, 1998,
6 paragraph 137 states "Requiring incumbent LECs to bear their own carrier-
7 specific costs directly related to providing number portability will not
8 disadvantage any telecommunications carrier because under an LRN
9 implementation of long-term number portability a carrier's costs should vary
10 directly with the number of customers that carrier serves."

11
12 **Q. Does this conclude your testimony?**

13 **A. Yes.**

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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 Direct Testimony in question and answer form to be presented in the above entitled case;
3. The answers in the attached Direct 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
Hoke R. Knox

Subscribed and sworn to before me on this 9th day of May, 2005.

Mary K. Joshi
Notary Public

My Appointment Expires:

March 5, 2009

