

April 27, 2015

VIA ECFS AND ELECTRONIC MAIL

Ms. Julie Veach
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, NW
Washington, DC 20554

Re: *Telephone Number Portability, et al.*, CC Docket No. 95-116, WC Docket Nos.
07-149 & 09-109

Dear Ms. Veach:

On March 27, 2015, the Commission conditionally named Telcordia Technologies, Inc., d/b/a iconectiv (“Telcordia”), as the next U.S. Local Number Portability Administrator (“LNPA”). As a condition of this appointment, the Commission required Telcordia’s parent company, Telefonaktiebolaget LM Ericsson (“Ericsson”), to “transfer all of its voting stock in Telcordia to a voting trust” prior to executing a final LNPA contract.¹ The Commission further required Telcordia to submit to the Wireline Competition Bureau, within 30 days of the *Order*, a draft Voting Trust Agreement that is “in substantially the same form as that used in the *Warburg Transfer Order*”² and addresses the conditions outlined in the March 27, 2015 Order.³ A draft of that Agreement is attached.⁴ The identity of voting trustees as well as their compensation arrangements remain to be determined. Telcordia will update this filing once Trustees have been identified.

Sincerely,



John T. Nakahata
*Counsel to Telcordia Technologies, Inc., d/b/a
iconectiv*

Enclosure

cc: Ann Stevens
Sanford Williams
Neil Dellar

¹ *Telephone Number Portability, et al.*, Order, FCC No. 15-35, CC Dkt. No. 95-116 & WC Dkt. Nos. 07-149 & 09-109, ¶ 182, nn.628, 633 (rel. Mar. 27, 2015). Telcordia’s stock is actually held by an indirect wholly-owned Ericsson subsidiary.

² *Id.* n.633.

³ *Id.* ¶ 182 & nn.628, 631-33, Appendix A § 7.

⁴ *Id.* n.633.

VOTING TRUST AGREEMENT

THIS AGREEMENT, dated as of _____, 2015 (this “Agreement”), is among Ericsson Holding II Inc. (the “Stock Holder”), Telefonaktiebolaget LM Ericsson (“Parent”) and [Trustee No. 1] and [Trustee No. 2] (collectively “Voting Trustees” or “Trustees”).

WITNESSETH:

WHEREAS, the Stock Holder is the direct owner and Parent is the indirect owner of the voting equity interests in Telcordia Technologies, Inc., d/b/a iconectiv (including any successor entity) (“Telcordia”), described on Schedule A attached hereto (the “Trust Stock”); and

WHEREAS, in connection with the conditional selection of Telcordia as the Local Number Portability Administrator for the United States (“LNPA”), the Federal Communications Commission (the “FCC”) has required the Stock Holder to cause all of its Trust Stock to be placed in a voting trust, as provided for herein, prior to executing a contract to govern Telcordia’s service as the LNPA;

NOW, THEREFORE, in satisfaction of the FCC’s Order in *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration, et al.*, FCC 15-35 (rel. March 27, 2015) (“FCC Order”), and in consideration of the premises and of the mutual covenants and obligations set forth in this Agreement, and the payment of ONE DOLLAR (\$1.00) by Stock Holder to each of the Voting Trustees, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Trust; Transfer of Voting Rights; Exercise in Voting Trustee's Discretion.

1.1. Subject to the terms and conditions hereof, a voting trust in respect of the Trust Stock is hereby created and established under the laws of the state of Delaware. The Stock Holder hereby constitutes and appoints the Voting Trustees, subject to the consent of the FCC, from and after the date hereof until the termination of this Agreement (at which point such constitution and appointment shall automatically be revoked), as the Stock Holder's voting trustees, attorney, agent and proxy to vote the Trust Stock (or execute a written consent in lieu of a vote of such Trust Stock) on all matters on which the holder of such Trust Stock is entitled to vote (or consent in lieu of voting).

1.2. During the term of this Agreement, except as provided in Section 1.3 and for the duration of this Agreement, the Voting Trustees shall have the sole, exclusive, absolute, and unqualified power to (i) vote the Trust Stock with discretion as to how to vote the Trust Stock to maximize the value of Telcordia, when viewed as a standalone entity, in a manner consistent with complying with all neutrality requirements associated with Telcordia’s conditional selection by the FCC as the LNPA, including the Appendix entitled “Conditions on Impartiality/Neutrality” and Telcordia’s Code of Conduct and (ii) execute stockholders’ consents at every annual and special meeting of the stockholders of Telcordia and in any and all

questions arising thereat. The sole purpose of this Trust is to vote the Trust Stock, and the Trust shall not own or have the power to vote the securities of any corporation other than Telcordia, or any successor thereto.

1.3. Notwithstanding Section 1.2 above, Stock Holder shall have the ability to direct the Voting Trustee to vote its interests, and the Voting Trustee shall vote in accordance with the Stock Holder's instructions, in respect to any proposal to authorize or effect:

- (a) Any merger or consolidation or other reorganization of Telcordia with or into another corporation (including compensation specifically associated with such a transaction);
- (b) The issuance by Telcordia of any shares of capital stock or rights to acquire capital stock;
- (c) The acquisition by Telcordia of another corporation by means of a purchase of all or substantially all of the capital stock or assets of such corporation (including compensation specifically associated with such a transaction);
- (d) Any sale, lease, transfer or other disposition of all or substantially all the assets of Telcordia,;
- (e) Any sale, lease, transfer or other disposition of any assets of Telcordia that are substantially unrelated to Telcordia's performance or duties as a LNPA, and any other matters substantially unrelated to Telcordia's duties as LNPA.
- (f) A liquidation, winding up, receivership, bankruptcy, dissolution or adoption of any plan for the same;
- (g) The incurrence of any indebtedness for borrowed money or the issuance of any debt securities or assumption, guarantee or endorsement, or otherwise as an accommodation becoming responsible for, the obligations of any person for borrowed money.

1.4. Notwithstanding the provisions of this Agreement, Stock Holder may, with the FCC's consent, sell any part of its Trust Stock to a third party. Upon such a disposition, the Trustees, upon the receipt by them of a proper acquittance from Stock Holder, or its successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement and being sold or distributed in that disposition.

1.5. The Trustees may act hereunder either by the affirmative vote of both Trustees, in person, at a meeting duly called and held, and such vote shall be deemed the decision or act of both Trustees, or by a written instrument without a meeting of the Trustees signed by both Trustees. The Trustees may adopt their own rules of procedure and shall keep reasonable

minutes of their proceedings.

2. Distributions, etc.

2.1. The Stock Holder shall be entitled to any distribution on any Trust Stock, and if same be paid to the Trustees, such distributions shall be disbursed by the Trustees to the Stock Holder; provided that if any distribution is in the form of any security that entitles its holder to voting rights in the entity making such distribution, such voting rights shall be treated for all purposes of this Agreement as voting rights attendant to such Trust Stock, and shall be automatically transferred to the Voting Trustees to the same extent provided herein.

2.2. In the event of any recapitalization or similar change in, or any conversion or exchange of, any Trust Stock, the provisions of this Agreement shall be equitably adjusted to eliminate the effects thereof.

3. Voting Trustees.

3.1. Each Voting Trustee (a) accepts the trust and proxy hereby created in accordance with all of the terms and conditions and reservations herein contained and agrees to serve as Voting Trustee hereunder, and (b) agrees that it will exercise the powers and perform the duties of the Voting Trustee as herein set forth according to his best judgment.

3.2. The two trustees shall be unaffiliated with each other, and each shall have no familial or business connection with the management of Telcordia, Parent (including any of its subsidiaries and affiliates), Stock Holder (including any of its subsidiaries and affiliates), or any Telecommunications Service Provider.

3.3. Any Trustee or successor Trustee may at any time resign by delivery to the other Trustee and to the Stock Holder his resignation in writing. In the event of a vacancy or vacancies occurring in the office of Trustee or successor Trustee through the death, incapacity, resignation, refusal to act, or removal from the role of Trustee under this Agreement, the Stock Holder may appoint a successor Trustee to fill each such vacancy, with the prior written concurrence of the FCC. A majority of the Board of Directors of Telcordia may remove a Trustee with or without cause at any time, and the successor Trustee shall be appointed in accordance with the preceding sentence. The FCC shall be provided with prior written notice of the removal of a Trustee and the intention to appoint a successor Trustee. The successor Trustee so appointed shall be clothed with all the rights, privileges, duties and powers conferred upon the Trustees herein named.

3.4. The Stock Holder hereby waives any and all claims of every kind and nature which hereafter the Stock Holder may have against the Voting Trustee, and agrees to release and by such act does release the Voting Trustee and its successors and assigns from any liability whatsoever arising out of or in connection with the exercise of his powers or the performance of his duties hereunder, except for such claims or liability as may arise out of the willful misconduct or gross negligence of the Voting Trustee. The Voting Trustee shall be free from liability in acting upon any paper, document or signature reasonably believed by the Voting Trustee to be genuine and to have been signed by the proper party. The Voting Trustee shall not be liable for any error of judgment in any act done or omitted, nor

for any mistake of fact or law, nor for anything that the Voting Trustee may do or refrain from doing, unless, in each case, the Voting Trustee's action or failure to act constitutes willful misconduct or gross negligence. The Voting Trustee may consult with legal counsel and action under this Agreement suffered or taken in good faith by the Voting Trustee in accordance with the opinion of the Voting Trustee's counsel shall be conclusive on the parties to this Agreement and the Voting Trustee shall be fully protected and be subject to no liability with respect thereto.

3.5. In consideration for the Voting Trustee's services hereunder, the Stock Holder shall pay to the Voting Trustee [compensation provisions in compliance with condition 7.e to be inserted once they are negotiated with the actual trustees]. In addition, the Stock Holder shall pay all reasonable expenses of the Voting Trustee, including, without limitation, counsel fees, and shall discharge all liabilities incurred by the Voting Trustee in connection with the exercise of his powers and performance of his duties under this Agreement, except such as shall arise from the willful misconduct or gross negligence of that Voting Trustee. The Stock Holder shall also indemnify and hold the Voting Trustees harmless from and against any and all claims and liabilities in connection with or arising out of the administration of the voting trust created by this Agreement or the exercise of any powers or the performance of any duties by him as herein provided or contemplated, except such as shall arise from the willful misconduct or gross negligence of that Voting Trustee.

4. Termination and Amendment.

4.1. This Agreement and the voting trust hereby created shall be irrevocable, except as set forth in Sections 4.2, 4.3 and 4.4, or upon the request of the Stock Holder and the concurrence of the FCC.

4.2. In the event that Telcordia shall cease to be appointed by the FCC to serve as the LNPA, this Agreement shall terminate.

4.3. In the event of the winding-up, dissolution or total liquidation of any entity in which any Trust Stock is held, this Agreement shall terminate with respect to such Trust Stock.

4.4. This Agreement will terminate in the event that Telefonaktiebolaget LM Ericsson or any of its subsidiaries or affiliates, in the absence of this Trust, would no longer hold a direct or indirect *de jure* or *de facto* controlling interest in Telcordia, subject to the concurrence of the FCC.

4.5. Upon termination, the Trustees, upon the receipt by them of a proper acquittance from Stock Holder, or its successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement.

4.6. This Agreement may be amended only with written consent of the Voting Trustees and the Stock Holder, or their successors or assigns, and with the prior written

concurrence of the FCC.

5. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Delaware regardless of the laws that otherwise might govern under applicable principles of conflicts of laws thereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, legal representatives and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of each other party hereto. In case any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, neither the validity nor the enforceability of the remainder of this Agreement shall in any way be affected. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior agreements or understandings with respect to the subject matter hereof among the parties. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

6. All formal notices given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by overnight express or mailed by first-class, registered or certified mail, postage prepaid, or transmitted by facsimile or email and addressed to the parties as follows:

If to the Voting Trustees:

[Trustee #1 Name]
[Trustee #1 Address]
Email:
[Trustee #1 email address]

[Trustee #2 Name]
[Trustee #2 Address]
Email:
[Trustee #2 email address]

With a copy to:

Chief, Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

If to the Stock Holder:

Ericsson Holding II Inc.
c/o John Moore
6300 Legacy Drive
Plano, Texas 75024
Email: John.Moore@Ericsson.com

With a copy to:

Tara O'Neill Diaz
General Counsel
Telcordia Technologies, Inc., d/b/a iconectiv
444 Hoes Lane
Piscataway, NJ 08854
Email: tdiaz@iconectiv.com

Each notice which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt, delivery receipt being deemed conclusive evidence of

such delivery) or at such time as delivery is refused by the addressee upon presentation.

[Signature page to follow]