

April 1, 2016

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

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

Dear Mr. DelNero:

On behalf of Telcordia Technologies, Inc. (“Telcordia”) and with the consent of Telefonaktiebolaget LM Ericsson and Ericsson Holding II Inc., I write to request that the Bureau approve the appointment of Jane Mago and Thomas Krattenmaker to serve as the unaffiliated voting trustees required by Paragraph 182 of the Commission’s Selection Order in this proceeding.¹ As reflected in the attachments to this letter, Ms. Mago and Mr. Krattenmaker are highly esteemed members of the legal community who meet the Selection Order’s requirements for impartiality.

The Selection Order provides that the voting trustees “shall have no familial or business connection with the management of Telcordia, Ericsson, or any TSP.”² Attached to this letter are declarations from Ms. Mago and Mr. Krattenmaker demonstrating their compliance with this requirement and summarizing their qualifications to be trustees. As explained in Mr. Krattenmaker’s declaration, he periodically serves as a neutral arbitrator or mediator in various cases, and in some instances one or both parties appearing before him may be Telecommunications Service Providers. We do not believe, however, that this constitutes a prohibited “business connection” within the scope of the Selection Order, particularly given that he acts as a neutral in such situations and such engagements are temporary.³

The Selection Order also requires that the voting trust set forth “the trustees’ compensation, and any formula for varying such compensation.”⁴ Accordingly, I am also

¹ *Telephone Number Portability; Telcordia Technologies, Inc. Petition To Reform Amendment 57 and to Order a Competitive Bidding Process For Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC’s Interim Role in Number Portability Administration Contract Management*, WC Docket Nos. 07-149, 09-109 CC Docket No. 95-16, Order, FCC 15-35 at 52 ¶182 (rel. Mar. 27, 2015).

² *Id.* at ¶182 n.628.

³ *See id.*

⁴ *Id.*

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attaching a final proposed voting trust agreement reflecting the proposed appointment of Ms. Mago and Mr. Krattenmaker and specifying their duties and compensation.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Nakahata". The signature is fluid and cursive, with a long horizontal stroke at the end.

John T. Nakahata

Counsel to Telcordia Technologies, Inc.

VOTING TRUST AGREEMENT

THIS AGREEMENT, dated as of _____, 2016 (this "Agreement"), is by and among Ericsson Holding II Inc., a Delaware corporation (the "Stock Holder"), Telefonaktiebolaget LM Ericsson, a Swedish company ("Parent") and Jane Mago and Thomas Krattenmaker (collectively, "Voting Trustees" or "Trustees").

WITNESSETH:

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

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; and

WHEREAS, Stock Holder has directed that, during the term of this Agreement, stock certificates representing the Trust Stock be issued to the Trustees, as Trustees, if when and as the Trust Stock is issued for the purpose of vesting in the Trustees the right to vote the Trust Stock for the period and upon the terms and conditions stated herein, and that it appear in such Trust Stock when issued that the same has been issued to the Trustees, as Trustees, pursuant to this Agreement, and that Telcordia cause such issuance to be duly noted on its books and records.

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, to whom the FCC has consented, 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 execute a written consent in lieu of voting).

1.2. During the term of this Agreement, except as provided in Section 1.3, 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 in a manner consistent with complying with all neutrality requirements associated with Telcordia's 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 Trustees to vote their interests, and the Voting Trustees 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 employee or director compensation specifically associated with such a transaction);
- (b) The issuance by Telcordia of any shares of capital stock or rights to acquire capital stock as part of recapitalization or sale of a non-controlling equity interest in Telcordia (including employee or director compensation specifically associated with such a transaction);
- (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 employee or director compensation specifically associated with such a transaction);
- (d) Any sale, lease, transfer or other disposition of all or substantially all the assets of Telcordia (including employee or director compensation specifically associated with such a transaction);
- (e) Any sale, lease, transfer or other disposition of any assets of Telcordia that are unrelated to Telcordia's performance or duties as the LNPA, and any other matters 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 prior written consent, which consent may be given, conditioned or withheld in the FCC's sole discretion, 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 discharge or release 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 and, to the extent required, the Stockholder shall issue additional certificates of Trust Stock to the Voting Trustees

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 he will exercise the powers and perform the duties of the Voting Trustee as herein set forth according to his best judgment.

3.2. Each of 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 (defined as any telecommunications carrier as defined in 47 U.S.C. §153(51) and any interconnected VoIP provider as defined in 47 U.S.C. § 153(25)). The Voting Trustees shall take no action that would cause Telcordia to violate the Code of Conduct.

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 consent of the FCC. A majority of the Board of Directors of

Telcordia, by affirmative vote, may remove a Trustee with or without cause at any time, with the written consent of the FCC, which consent shall not be unreasonably withheld or delayed, and a successor Trustee shall be appointed in accordance with the preceding sentence. The successor Trustee so appointed shall be clothed with all the rights, privileges, duties and powers conferred upon the Trustees herein named. Upon the appointment of a successor Trustee, new certificates of Trust Stock shall be issued in the names of the current Voting Trustees.

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 Trustees, and agrees to release and by such act does release each Voting Trustee and his respective 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 such Voting Trustee. Each 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. No Voting Trustee shall 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. Each Voting Trustee may consult with legal counsel and action under this Agreement suffered or taken in good faith by such Voting Trustee in accordance with the opinion of the Voting Trustee's counsel shall be conclusive on the parties to this Agreement and such Voting Trustee shall be fully protected and be subject to no liability with respect thereto.

3.5. In consideration of each Voting Trustee's services hereunder, the Stock Holder shall pay to each Voting Trustee Two Thousand Five Hundred Dollars (US\$2,500) per calendar month. This amount may be increased with the consent of the FCC for good cause, which includes the amount of time actually required to fulfill Trustees' duties. In addition, the Stock Holder shall pay all reasonable expenses of the Voting Trustees, including, without limitation, counsel fees, and shall discharge all liabilities incurred by the Voting Trustees, or either of them, in connection with the exercise of their powers and performance of their duties under this Agreement, except such as shall arise from the willful misconduct or gross negligence of a 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 a 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 receipt of the written consent 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 Telcordia, this Agreement shall terminate with respect to the Trust Stock.

4.4. This Agreement will terminate in the event that Parent 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 written consent of the FCC.

4.5. Upon termination, the Trustees, upon the receipt by them of a proper discharge or release from Stock Holder, or its permitted 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 permitted 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 permitted successors or assigns, and with the prior written consent 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 except that the FCC shall be an express third party beneficiary hereto. This Agreement shall not be assignable by any party hereto without the prior written consent of each other party hereto and with the prior written consent of the FCC. 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 email and addressed to the parties as follows:

If to the Voting Trustees:

Jane Mago
4154 Cortland Way
Naples, Florida 34119
jem@jmagonet

If to the Stock Holder:

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

Thomas Krattenmaker
2741 Pembsly Drive
Vienna, VA 22181
tgkratt@cox.net

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

With a copies to:

Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
Facsimile: (202) 418-1413
Attention: Chief, CPD

and

Office of General Counsel
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
Facsimile: (202) 418-2822
Attention: General Counsel

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]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ERICSSON HOLDING II INC.

By: _____
Name:
Title:

Date:

TRUSTEES:

Name:

Date:

Name:

Date:

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of:

Petition of Telcordia Technologies, Inc. To Reform or Strike Amendment 70, To Institute a Competitive Bidding for Number Portability Administration, and To End the LLC's Interim Role in Number Portability Administration Contract Management

Telephone Number Portability

WC Docket No. 09-109

WC Docket No. 07-149

CC Docket No. 95-116

DECLARATION OF THOMAS KRATTENMAKER

1. My name is Thomas Krattenmaker. I submit this declaration in support of Telcordia Technologies Inc.'s request for the approval of my appointment as a voting trustee under Paragraph 182 of the Commission's election order in this proceeding ("the Selection Order").¹

2. A brief summary of my relevant experience is attached to this Declaration as Exhibit A.

¹ *Telephone Number Portability; Telcordia Technologies, Inc. Petition To Reform Amendment 57 and to Order a Competitive Bidding Process For Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC's Interim Role in Number Portability Administration Contract Management, WC Docket Nos. 07-149, 09-109 CC Docket No. 95-16, Order, FCC 15-35 at 52 ¶182 (rel. Mar. 27, 2015).*

3. I have no familial or business connection with the management of Telcordia Technologies, Inc., Telefonaktiebolaget LM Ericsson or its subsidiaries, or the management of a Telecommunications Service Provider.²

4. I periodically serve as a neutral arbitrator or mediator, and one or both parties in these cases have sometimes included, and could in the future include, Telecommunications Services Providers. Such engagements are, by their nature, temporary and episodic. I do not believe that my service as an arbitrator or a mediator in such cases would affect my ability to act neutrally here.

5. Neither I nor my wife directly own an interest in Telefonaktiebolaget LM Ericsson or its subsidiaries or in any Telecommunications Service Provider.³

² A Telecommunications Carrier is an entity that either (i) possesses the requisite authority to engage in the provision to the public of facilities-based wireline local exchange or CMRS telecommunications services in any State or Territory of the United States, or (ii) is one of the following three classes of interconnected Voice over Internet Protocol (“VoIP”) providers: (I) Class 1, a standalone interconnected VoIP provider that obtains numbering resources directly from the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA) and connects directly to the PSTN (i.e., not through a PSTN Telecommunications Carrier partner); or (II) Class 2, an interconnected VoIP provider that partners with a facilities-based Public Switched Telephone Network (PSTN) Telecommunications Carrier to obtain numbering resources and connectivity to the PSTN via the Telecommunications Carrier partner; or (III) Class 3, A non-facilities-based reseller of interconnected VoIP services that utilizes the numbering resources and facilities of another interconnected VoIP provider (analogous to the “traditional” PSTN reseller). RFP LNPA Vendor Qualification § 3.4(3).

³ Although the Selection Order does not appear to address stock ownership by a voting trustee, I am providing this information out of an abundance of caution. By direct ownership, I am not including any interests that I may hold in a mutual fund or exchange traded fund managed by third parties, which may invest in, among other things, Telecommunications Service Providers.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Thomas G. Krattenmaker
Thomas Krattenmaker

March 8, 2016
Date

Exhibit A to
Krattenmaker Declaration

THOMAS G. KRATTENMAKER

2741 Pembsly Drive

Vienna, VA 22181

Phone: (703) 242-9111

Email: tgkratt@cox.net

Professional Experience

2012-present	Private consulting practice – antitrust, telecommunications, and constitutional law
2010-2012	Special Counsel, Wilson Sonsini Goodrich & Rosati
2009-2010	Counsel to Director, Bureau of Competition, Federal Trade Commission
2007-2009	Of Counsel, Wilson Sonsini Goodrich & Rosati
2003-2006	Senior Antitrust Counsel, Bureau of Competition Federal Trade Commission
2000-2003	Senior Counsel, Mintz Levin Cohn Ferris Glovsky & Popeo
1998-1999	Director of Research, Federal Communications Commission
1997-1998	Special Counsel for Policy and Regulatory Affairs Antitrust Division, U.S. Department of Justice
1994-1997	Dean, William and Mary School of Law (Professor of Law, on leave, 1997-1998)
1972-1994	Georgetown University Law Center Professor, 1972-1994 Associate Dean for Graduate Studies, 1986-1989
Summer, 1991	Visiting (Fulbright) Professor of Law, University of Natal (Durban), South Africa
1991-1992	Scholar in Residence, Latham & Watkins, Washington, D.C.
1978-1980	Co-Director, Network Inquiry Special Staff, Federal Communications Commission
1971-1972	Chief, Evaluation Division, Bureau of Consumer Protection, Federal Trade Commission

1970-1971 Law Clerk to Justice John M. Harlan
 Supreme Court of the United States

1968-1970 Assistant Professor of Law
 University of Connecticut School of Law

Education

Swarthmore College, B.A., 1965--High Honors (with major in economics). Phi Beta Kappa. General Motors National Scholar. Extracurricular activities included: three letters in varsity baseball; President, Delta Upsilon fraternity chapter; head student resident (proctor) for college dormitory system.

Columbia University School of Law, J.D., 1968--Magna cum laude.
Notes Editor, Columbia Law Review. E.J. Noble Fellowship. Columbia University International Fellow. Harlan Fiske Stone Scholar. James Kent Scholar. Archie O. Dawson Prize (awarded by faculty to member of graduating class judged likely to be the best advocate).

Selected Practice Experiences

Wilson Sonsini – Serve as advisor to the firm’s antitrust lawyers. Represented several clients in merger and non-merger matters before the FTC. Wrote materials and taught a 12-hour course on fundamentals of antitrust for law firm associates. Presented papers at FTC public hearings on many matters.

FTC – Extensive experience in devising trial strategy and brief-writing at various levels in PolyGram, Schering-Plough, Rambus, Unocal, and Evanston Hospital cases. Provided advice to Commission, Bureau Director and attorneys investigating or litigating dozens of other matters, both merger and non-merger. Extensive experience in both opening and closing matters and handling second requests for merger clearance. Edited, and advised on, several Commission or Bureau publications, including Reports on Intellectual Property, Health Care/Antitrust, Noerr Doctrine, and Mergers Commentary. Received Janet Steiger Award in 2004 and again in 2006; Meritorious Service Award in 2006.

Mintz, Levin – Active practice with variety of telecommunications clients, including cable, satellite and competitive local exchange carriers. Extensive involvement with firm’s representation of World Wide Retail Exchange, a start-up B2B operation founded by leading retailers around the world. Represented several firms in merger matters before the Department of Justice. Significant involvement defending private antitrust case, including briefing and arguing summary judgment and Daubert motions. Lead author for many filings on behalf of cable and telecomm clients before the FCC. Extensive work with economic experts, in both regulatory and litigation practices.

FCC – Oversaw staff’s review of and report to commissioners concerning all major telecommunications mergers – exercised substantial authority over: AT&T’s acquisitions of TCG (Teleport) and TCI and its joint venture with British Telecom; WorldComm’s acquisition of MCI; the merger of GTE and Bell Atlantic; SBC’s

acquisitions of SNET and Ameritech; and a series of transactions in the direct broadcast satellite industry involving Primestar, Echostar and DirecTV. Co-negotiator of extensive conditions imposed on merger of SBC and Ameritech. Principal author of basic legal framework that continues to govern FCC telecomm merger review. [1998-1999]

DoJ – Advisor to Assistant Attorney General for Antitrust, Joel Klein, on all telecomm/antitrust issues. Member of front office merger review team. Extensively involved in review of Bell Operating Company applications to enter long distance. Served as de facto Deputy for case challenging merger in direct broadcast service (PrimeStar matter), a merger that was abandoned before trial, but after extensive pre-trial discovery, negotiations with counsel for the acquiring parties, and filing of complaint.

FCC – Co-Director, Network Inquiry Special Staff. Created and staffed unit that reported directly to Commissioners. Staff was charged with studying commercial practices and economic structure of the (then) three commercial television networks and the effects of a panoply of FCC rules regulating those networks. [1978-1980]

FTC – Assistant Director for Evaluation, Bureau of Consumer Protection, FTC. Created and staffed new division for Bureau Director Robert Pitofsky. Division was charged with developing an agenda for the Bureau that was tied to promoting consumer welfare and to improving on-going FTC efforts in such areas as national advertising of foods and drugs, regulation of trade schools, and implementation of Truth in Lending laws. [1971-1972]

Supreme Court of the United States – Law clerk to Justice John M. Harlan, October term 1970. Wrote memos summarizing certiorari petitions, briefed the Justice on cases scheduled for oral argument and drafted opinions.

Principal Subjects Taught as Law School Professor

Antitrust Law, Constitutional Law, Supreme Court Seminar, Telecommunications Law, Contracts

Books

Krattenmaker, Telecommunications Law and Policy, 700 pp. (casebook) (Carolina Academic Press; 1st ed. 1995; 2d ed. 1998) (plus annual supplements).

Krattenmaker and Powe, Regulating Broadcast Programming, 333 pp. (text), (MIT Press 1994).

Bloch and Krattenmaker, Supreme Court Politics: The Institution and Its Procedures, 688 pp. (edited readings with commentary), (West Publishing Company 1994); Bloch, Jackson and Krattenmaker, Inside the Supreme Court: The Institution and Its Procedures, 1120 pp. (2d ed. 2008).

Brunner, Krattenmaker, Skitol and Webster, Mergers in the New Antitrust Era, 302 pp., Bureau of National Affairs, 1985.

Krattenmaker and Salop, Antitrust Analysis of Anticompetitive Exclusion: Raising Rivals' Costs to Achieve Power Over Price, 96 Yale L.J. 209-293 (1986).

Krattenmaker and Powe, The Fairness Doctrine Today: A Constitutional Curiosity and An Impossible Dream, 1985 Duke L.J. 151-176 (1985).

Krattenmaker, The Prime Time Access Rule: Six Commandments for Inept Regulation, 7 COMM/ENT L.J. 501-520 (1984).

Krattenmaker and Esterow, Censoring Indecent Cable Programs: The New Morality Meets the New Media, 51 Fordham L. Rev. 606-636 (1983).

Krattenmaker and Metzger, FCC Regulatory Authority over Commercial Television Networks: The Role of Ancillary Jurisdiction, 77 Nw. U.L. Rev. 403-491 (1982).

Krattenmaker, Article III and Judicial Independence: Why the New Bankruptcy Courts are Unconstitutional, 70 Geo. L.J. 297-313 (1981). Also published at 1982 Annual Survey of Bankruptcy Law, 47-68 (1982).

Krattenmaker and Powe, Televised Violence: First Amendment Principles and Social Science Theory, 64 U. Va. L. Rev. 1123-1297 (1978).

Krattenmaker, Interpersonal Testimonial Privileges Under the Federal Rules of Evidence: A Suggested Approach, 64 Geo. L.J. 613-668 (1976).

Krattenmaker, Testimonial Privileges in Federal Courts: An Alternative to the Proposed Federal Rules of Evidence, 62 Geo. L.J. 61-123 (1973).

Warren, Krattenmaker and Snyder, Property Tax Exemptions for Charitable, Educational, Religious and Governmental Institutions in Connecticut, 4 Conn. L. Rev. 181-309 (1971).

Selected Essays

Krattenmaker, Some Thoughts on the Education of Lawyers, 22 Va.B. Ass'n. J. 19-22, 31 (1996).

Krattenmaker, Race relations law in a post-apartheid society, De Rebus (The South African Attorneys' Journal) June, 1992, at pp. 417-420.

Krattenmaker, A Bill of Rights for a new South Africa?, Consultus (South African Bar Journal) April, 1992, at pp. 45-49.

Krattenmaker and Salop, Exclusion and Antitrust, 11 Regulation 29-33, 40 (1987).

Krattenmaker, Long Day's Journey into Law School: Is There Light at the End of the Tunnel?, 35 Res Ipsa Loquitur 10-11 (1985).

Krattenmaker, Implications of Deregulation for Antitrust Policy, 53 Antitrust L.J. 211-223 (1984).

Besen and Krattenmaker, Regulating Network Television, 5 Regulation 27-34 (1981).

Krattenmaker, Commentary-review of O'Donnell et al., Toward a Just and Effective Sentencing System, 66 Geo. L.J. 1317-1328 (1978).

Krattenmaker, Book review of White, The American Judicial Tradition, 55 Texas L. Rev. 749-757 (1977).

Krattenmaker, The Federal Trade Commission and Consumer Protection: An Institutional Overview, 18 Calif. Management Rev. 90-104 (1976). Also published as chapter 9 of Katz, ed., Protecting Consumer Interests, 105-130 (1976).

Krattenmaker, Commentary-review of Green, The Monopoly Makers, 62 Geo. L.J. 1047-1059 (1974).

Selected Public Interest Professional Activities

1. Principal author of ACLU brief in *Ginsberg v. New York*, 390 U.S. 629 (1968), and *Interstate Circuit, Inc. v. City of Dallas*, 390 U.S. 676 (1968).
2. Co-author of part I of brief for Environmental Defense Fund in *U.S. v. SCRAP*, 422 U.S. 289 (1975).
3. At sua sponte invitation of U.S. Court of Appeals for the D.C. Circuit, I filed a brief amicus curiae and participated in oral argument in *Hicks v. Pearlstein*, 785 F.2d 1077 (D.C. Cir. 1986).
4. Submitted testimony to Congress on Federal Rules of Evidence, Regulation of Travel Agents, First Amendment Rights of Electronic Media, FCC regulation of program supply industry and Bankruptcy Act Revision. (The latter testimony forms a substantial basis for the Staff Report, Constitutional Bankruptcy Courts, House Committee on the Judiciary, June 1977.)
5. Conducted seminars in constitutional adjudication for members of National Court of Estonia, at Tartu, Estonia, May, 1993 and October, 1994.
6. Pro Bono Coordinator, DC office, Wilson Sonsini Goodrich & Rosati, 2008-2009.

Selected Memberships in Public Service Groups

1991-1994: Board of Directors, Telecommunications Policy Research Conference.

1991-1994: Member, Comptroller General's Advisory Panel on Legal Services and Issues.

1990-1994: Mediator, District of Columbia Circuit Court of Appeals.

1989-1994: Executive Committee, Home Court, a project of the Washington Legal Clinic for the Homeless.

1988-1990: Member, ACLU Special Committee on Regulation of the Media.

1983-1987: Board of Directors, Freedom of Expression Foundation.

1976-1979: Member (and Secretary, 1977-79), District of Columbia Law Revision Commission. During this period, the commission drafted a proposed, comprehensive, modern criminal code for the District of Columbia. The first 11 chapters, with accompanying commentary, are printed in D.C. Law Revision Commission, *New Basic Criminal Code for the District of Columbia*, House Committee on D.C. (March 1978).

1974-1977: Member, Swarthmore College Alumni Council, a consultative body to the administrators of the college, elected by Swarthmore College graduates. From 1983-86, I chaired the informal organization of Swarthmore alumni in the D.C. area.

Several years coaching boys' soccer, basketball, and baseball teams and leading Cub Scout dens.

Professional Affiliations

Member of bars of: District of Columbia, Supreme Court of the United States.

Consultant, FTC (1973-1975); CPSC (1975); HEW (1975-1977); FCC (1978); DOJ (1984, 1997)

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of:

Petition of Telcordia Technologies, Inc. To Reform or Strike Amendment 70, To Institute a Competitive Bidding for Number Portability Administration, and To End the LLC's Interim Role in Number Portability Administration Contract Management

WC Docket No. 09-109

WC Docket No. 07-149

Telephone Number Portability

CC Docket No. 95-116

DECLARATION OF JANE MAGO

1. My name is Jane Mago. I submit this declaration in support of Telcordia Technologies Inc.'s request for the approval of my appointment as a voting trustee under Paragraph 182 of the Commission's election order in this proceeding ("the Selection Order").¹

2. A brief summary of my relevant experience is attached to this declaration as Exhibit A.

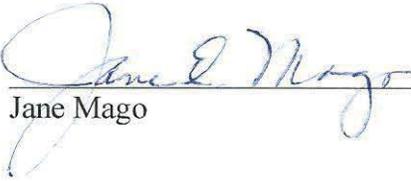
3. As required by Footnote 628 of the Selection Order, I have no familial or business connection with the management of Telcordia Technologies, Inc., Telefonaktiebolaget LM Ericsson or its subsidiaries, or the management of a Telecommunications Services Provider.²

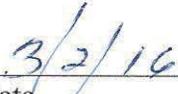
¹ *Telephone Number Portability; Telcordia Technologies, Inc. Petition To Reform Amendment 57 and to Order a Competitive Bidding Process For Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC's Interim Role in Number Portability Administration Contract Management, WC Docket Nos. 07-149, 09-109 CC Docket No. 95-16, Order, FCC 15-35 at 52 ¶182 (rel. Mar. 27, 2015).*

² A Telecommunications Carrier is an entity that either (i) possesses the requisite authority to engage in the provision to the public of facilities-based wireline local exchange or CMRS telecommunications services in any State or Territory of the United States, or (ii) is one of the

My husband currently owns less than 100 shares of stock in AT&T, which he will sell before I begin serving as a voting trustee in this matter. Apart from those shares, neither I nor my husband directly own an interest in Telefonaktiebolaget LM Ericsson or its subsidiaries or in any Telecommunications Service Provider.³

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.


Jane Mago


Date

following three classes of interconnected Voice over Internet Protocol (“VoIP”) providers: (I) Class 1, a standalone interconnected VoIP provider that obtains numbering resources directly from the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA) and connects directly to the PSTN (i.e., not through a PSTN Telecommunications Carrier partner); or (II) Class 2, an interconnected VoIP provider that partners with a facilities-based Public Switched Telephone Network (PSTN) Telecommunications Carrier to obtain numbering resources and connectivity to the PSTN via the Telecommunications Carrier partner; or (III) Class 3, A non-facilities-based reseller of interconnected VoIP services that utilizes the numbering resources and facilities of another interconnected VoIP provider (analogous to the “traditional” PSTN reseller). RFP LNPA Vendor Qualification § 3.4(3).

³ Although the Selection Order does not appear to address stock ownership by a voting trustee, I am providing this information out of an abundance of caution. By direct ownership, I am not including any interests that I may hold in a mutual fund or exchange traded fund managed by third parties, which may invest in, among other things, Telecommunications Service Providers.

Exhibit A to
Mago Declaration

JANE ELIZABETH MAGO

4154 Cortland Way
Naples, Florida 34119
239-260-7753(h); 703-861-0286(c)
jem@jmago.net

PROFESSIONAL PROFILE

Attorney/Consultant with extensive experience in communications law and policy. For more than 35 years in Washington, D.C., held numerous high level positions at the Federal Communications Commission (FCC) and National Association of Broadcasters (NAB).

PROFESSIONAL EXPERIENCE

Consultant, Legal and Policy Issues **2014-present**

Provides professional advice with regard to communications policy, administrative law, music licensing and communications regulation.

Executive Vice President and General Counsel, NAB **2008-2014**

Directed NAB advocacy and legal work before the FCC, Executive Branch and other Federal Agencies, the Courts and Congress. Work included management of 14 member legal team, testimony before Congress on multiple occasions, lobbying policymakers, preparing and overseeing written advocacy and strategic planning to advance the important interests of NAB members. Efforts also included third party outreach with particular emphasis on identifying common interests and building coalitions to further mutual goals.

Senior Vice President and General Counsel, NAB **2004-2008**

Responsible for preparation and execution of all NAB legal and policy initiatives with particular emphasis on advocacy before the FCC and Congress. Provided strategic and legal advice on a wide variety of issues including the transition of television service from analog to digital, analysis of public interest initiatives by broadcasters and coordination with public safety community.

Attorney, Federal Communications Commission **1978-2004**

Summary: Over the course of 26 years of service, advanced from staff attorney to high level management, including General Counsel, Chief of Strategic Planning and Policy Analysis and Deputy Chief, Enforcement Bureau. Also served as Chief of Staff or legal advisor to three different FCC Commissioners and, as appellate counsel, represented the FCC in litigation before the Supreme Court and federal courts in many important cases. As a member of the Senior Executive Service, was responsible for restructuring the agency and creating the Enforcement Bureau and Office of Strategic Planning and Policy Analysis.

Specific FCC positions:

2003-2004 *Chief, Office of Strategic Planning and Policy Analysis*, created new office to provide policy and economic support for FCC decision making. Worked directly with then-Chairman Powell, other Commissioners and staff to plan and execute FCC strategic plan.

2001-2003 *General Counsel*, managed 80 member staff in support of FCC legal efforts; worked directly with then-Chairman Powell, other Commissioners and staff to ensure FCC decisions and defense of those decisions had solid legal foundation. Represented FCC on various internal and external committees regarding legal and management issues, including smooth transition in Y2k.

1999-2001 *Deputy Chief, Enforcement Bureau*, helped form new bureau and then directed the work of 250 member staff to ensure enforcement of FCC rules including spectrum enforcement, broadcast policy rules, consumer protection and tower safety rules.

1997-1999 *Chief of Staff/Senior Advisor to Commissioner Michael Powell*, ran day to day office management, advised Commissioner Powell on mass media, international, public safety and enforcement issues. Worked with other Commissioner offices to advance policy view of Commissioner Powell.

1994-1997 *Chief of Staff/Senior Advisor to Commissioner Rachelle Chong*, directed office staff, advised Commissioner Chong on mass media, wireless, international, public safety and enforcement issues. Worked with other Commissioner offices to advance policy view of Commissioner Chong.

1988-1994 *Litigation Attorney and Assistant General Counsel for Trial and Enforcement*, lead attorney defending FCC decisions in cases before the Supreme Court and U.S. Courts of Appeals; worked with Department of Justice to prosecute FCC enforcement actions and defend the agency in trial level actions dealing with issues such as employment disputes and agency contracts.

1987-1988 *Deputy Division Chief, Mobile Services Division, Private Radio Bureau*, directed 20 member staff in dealing with licensing issues for business uses of radio.

1983-1987 (also 1979-1982) *Litigation Attorney*, appellate litigator defending FCC decisions in U.S. Courts of Appeals. Major cases included defense of FCC Radio Deregulation; Computer Inquiry cases and broadcast indecency decisions.

1982-1983 *Legal Advisor to Commissioner Anne P. Jones*, advised Commissioner Jones on telephone regulatory issues during important period leading to the break-up of the old AT&T.

1978-1979 *Staff Attorney, Common Carrier Bureau*, prepared staff level decisions on regulation of then nascent satellite industry including such issues as deregulation of receive-only earth stations and first-come, first-served policy for access to satellite capacity.

EDUCATION

State University of New York at Buffalo

J.D., 1978 - Moot Court, *Order of the Coif, Outstanding Oralist*, Moot Court Competition 1977

M.A., 1978 Mass Communications, (designed dual degree program)

B.A., 1975 Communications and Political Science

Other Professional Training

Federal Executive Institute, 2000

Mediation Training, 1992

MEMBERSHIPS

New York Bar Association

Supreme Court Bar

Federal Communications Bar Association

RECENT PUBLICATIONS

NAB Legal Guide, 2014

RECENT AWARDS

2015 Ward L. Quall Leadership Award, Broadcasters Foundation of America