

June 2, 2016

Ex Parte

Ms. Marlene Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

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

Dear Secretary Dortch:

I am writing on behalf of the North American Portability Management LLC (the "NAPM LLC") to correct various misstatements in *ex parte* filings by the LNP Alliance regarding the Master Services Agreement between the NAPM LLC and Telcordia Technologies, Inc. d/b/a iconectiv ("iconectiv") (the "New MSA").¹ The LNP Alliance has not identified any issues that could justify delay in approving the New MSA for the reasons set forth below. Moreover, the issues that the LNP Alliance is now raising constitute untimely petitions for reconsideration that must be denied.² Accordingly, the NAPM LLC respectfully urges the Federal Communications Commission ("FCC" or "Commission"):

- to promptly approve the New MSA; and

¹ See, e.g., Letter from James C. Falvey, Counsel for the LNP Alliance, to Marlene H. Dortch, Secretary, Federal Communications Commission, Telephone Number Portability, et al., CC Docket No. 95-116; WC Docket Nos. 09-109 and 07-149 (May 17, 2016) ("LNP Alliance May 17 Ex Parte"). This letter does not seek to correct every misstatement, but rather only those that have caused the most confusion in the public.

² Although this proceeding is not the proper venue for the LNP Alliance to raise these issues, the NAPM LLC is happy to continue to consider, in direct conversations with the LNP Alliance or through the appropriate industry fora (e.g., NANC and the LNPA WG), any valid issue that the LNP Alliance identifies.

- to deny Neustar, Inc.'s Application for Review of the Wireline Competition Bureau's ("Bureau") March 31, 2016 Second Protective Order.³

USE OF THE NPAC

On May 20, the LNP Alliance claims that the New MSA "restricts the use of the NPAC to telecommunications carriers offering 'telecommunications service.'"⁴ This claim is not true.

Under the New MSA, two classes of entities can use the Number Portability Administration Center ("NPAC"): "Users" and "PTRS Users." The term "**User**" is defined as "any and all TSPs . . . that have entered into an NPAC/SMS User Agreement . . ."⁵ The term "**TSP**" in turn is defined as:

"a telecommunications service provider, **which for the purposes of this Agreement** shall mean an entity which (i) is an entity that has obtained or is eligible to obtain North American Numbering Plan numbering resources associated with the region and (ii) has entered into an NPAC/SMS User Agreement with Contractor to receive Services under this Agreement."

(emphasis added).⁶ Accordingly, any entity that is eligible to receive numbers⁷ and that enters into the NPAC/SMS User Agreement can use the NPAC: The regulatory classification of an entity (e.g., whether the entity is a common carrier or provider of Interconnected Voice over Internet Protocol ("VoIP") Services) is entirely irrelevant to the issue of whether the entity is eligible to use the NPAC.

The term "**PTRS User**" is defined as "a PTRS (i) determined to have a need to access any part of the NPAC/SMS, such as to route, bill or rate calls, or to perform network maintenance as specified in Section 6.1.2.1 and (ii) that has entered into a PTRS User Agreement . . ."⁸ The term "**calls**" is defined as:

"the transmission of information (video, pictures, audio (including voice and music), messages, text, data, or combination of these) by use of a telephone

³ Second Protective Order, *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration, et al.*, WC Docket No. 07-149, DA 16-344 (rel. Mar. 31, 2016) ("Second Protective Order").

⁴ See LNP Alliance May 17 Ex Parte at 7.

⁵ New MSA, § 31.

⁶ *Id.* The use of the phrase "for the purposes of this Agreement" in the definition of "telecommunications service provider" makes clear that whenever the term "telecommunications service provider" is used in the New MSA, it means any entity that (i) is eligible to receive numbers and (ii) has signed an NPAC/SMS User Agreement. The term has nothing to do with common carrier status.

⁷ The FCC – not the NAPM LLC – determines which entities are eligible to receive numbers.

⁸ New MSA, § 31.

number (NPA-NXX-XXXX), which may include the transmission of signaling messages or the transmission of provisioning data associated with information sessions, subscribers and network equipment and devices (e.g., discovery, parameter negotiation, establishment, connection, maintenance, disconnection, presence, location, authentication, billing, usage)."⁹

The term “**route**” as used in the New MSA means “transporting calls, including specifically least cost routing. For the purposes of this Article 6, Internet addresses and naming protocols (URLs, URIs, IP addresses, etc.) shall be considered call routing information so long as associated with a telephone number.”¹⁰ The term “**bill**” as used in the New MSA means “rendering a statement or invoice identifying and substantiating the charge for calls.”¹¹ The term “**rate**” as used in the New MSA means “determining the applicable charge for calls.”¹² The phrase “**network maintenance in connection with providing telecommunications services**” as used in the New MSA means “any activity or process undertaken to ensure that operational, administrative, compliance, repair and other functions of the User, including without limitation those concerning systems, databases used for telecommunications purposes, or networks, can be performed in an efficient, timely, or accurate manner.”¹³ The term “**PTRS**” in turn is defined as “a provider of **telecommunications-related** services as described in Article 6” (emphasis added). As with the definition of **User**, therefore, an entity need not be a common carrier or a provider of VoIP Services to qualify as a **PTRS User**.

TIMELINES

The LNP Alliance also claims that the timelines are too rushed, and that the FCC should require the publication of a “comprehensive Gantt chart.”¹⁴ As the NAPM LLC has explained in past ex parte letters, the baseline for the timelines will not be established until the FCC approves the New MSA, and the timelines can and will be adjusted as necessary throughout the transition in order to mitigate risk as necessary. Consequently, concern about timelines provides no basis for delaying approval of the New MSA.

NAPM DUES STRUCTURE

⁹ New MSA, § 6.1.2.2.4.3(b).

¹⁰ New MSA, § 6.1.2.2.4.3(c).

¹¹ New MSA, § 6.1.2.2.4.3(e).

¹² New MSA, § 6.1.2.2.4.3(d).

¹³ New MSA, § 6.1.2.2.4.3(c).

¹⁴ LNP Alliance May 17 Ex Parte at 4.

The LNP Alliance continues to complain about the structure of the NAPM dues despite the NAPM LLC explaining to the LNP Alliance on numerous occasions that their concern is misplaced.¹⁵ First and foremost, each member of the NAPM LLC gets one vote, and the expenses incurred by the NAPM LLC, which vary year-by-year, are shared evenly amongst the members. If an interested entity cannot afford to pay its share of the expenses, it can choose to participate through a trade association. Indeed, if none of the existing trade associations wishes to become a member of the NAPM LLC, then an interested entity could join with other interested entities to form a new ad hoc trade association specifically for the purpose of participating as a member of the NAPM LLC, which would permit the interested entities to divide their portion of the expenses incurred by the NAPM LLC amongst the members of the ad hoc trade association in any way they see fit. Accordingly, nothing about the structure of the NAPM LLC, which provides a great deal of flexibility with respect to how all entities can participate, needs to be changed by mandate of the FCC.

TRANSPARENCY OF THE MSA

The LNP Alliance also criticizes the supposed lack of transparency of the New MSA.¹⁶ The criticism is apparently based on the false assumption that the redactions are designed solely to keep Neustar from gaining information that it could use for competitive bidding purposes, and that potential Users will have to make a decision about signing a User Agreement without first seeing the MSA. In reality, the redactions are designed to ensure that no potential bidders receive information that could be used to undermine future bidding procedures. Moreover, each User will have the opportunity to review the approved MSA before signing the User Agreement. Accordingly, the concerns of the LNP Alliance are misplaced.

USER AGREEMENTS

The LNP Alliance raises various concerns about the User Agreement, but the User Agreement under the New MSA is substantially similar to the User Agreement under the Old MSA that has worked successfully for decades.¹⁷ None of the theoretical concerns raised by the LNP Alliance have caused actual problems for Users in the past, and the User Agreement can continue to be improved during the term of the New MSA to the extent problems do develop. Accordingly, there is no valid reason for delaying approval of the New MSA.

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¹⁵ *Id.* at 4-5.

¹⁶ *Id.* at 5.

¹⁷ *Id.* at 7.

Only Neustar would benefit from delaying approval and execution of the New MSA, as will become immediately apparent once the New MSA is executed and NPAC Users begin reviewing the NPAC User Agreements and the MSA pursuant to the associated NDA using the same process that exists under the Old MSA. The New MSA can and will continue to be adjusted and improved throughout its term using the well-established and FCC-approved industry mechanisms, so there is no risk in approving the New MSA now so that the entire industry, including small and mid-size carriers, will not incur unnecessary costs and transition delays. For these reasons, the NAPM LLC respectfully urges the Commission promptly to approve the New MSA.

Respectfully submitted,



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