DENTONS

Todd D. Daubert
Partner

todd.daubert@dentons.com
D +1 202 408 6458

Dentons US LLP
1301 K Street, NW
Suite 600, East Tower
Washington, DC 20005-3364 USA

T +1 202 408 6400
F +1 202 408 6399

Salans FMC SNR Denton
dentons.com

June 15, 2016

VIA ECFS

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

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

Dear Secretary Dortch:

The North American Portability Management LLC ("NAPM LLC"), by its attorneys, respectfully urges the Federal Communications Commission (“FCC” or “Commission”) promptly to approve the Master Services Agreement between the NAPM LLC and Telcordia Technologies, Inc. d/b/a iconectiv ("iconectiv") (the "New MSA"), and to deny Neustar, Inc.’s motion to order Telcordia Technologies, Inc. d/b/a iconectiv to show cause why it should not be disqualified from selection as Local Number Portability Administrator ("LNPA").[1]

Neustar's recent motion, and the timing of its filing, must be recognized for what it is: another blatant attempt to delay the transition to a new LNPA. The sole party who gains from delay is Neustar. For each day that Neustar is able to delay transition, Neustar holds on to additional revenue of at least $1.4M, ***and the public loses out on approximately $1M in savings each and every day***.[2] There is no legal basis for Neustar's motion, and the grant of the motion would serve no purpose whatsoever.

The FCC has already selected Telcordia as the LNPA.[3] The sole issue before the Commission at this time is whether the contract terms in the New MSA are consistent with the Commission's requirements regarding neutrality and security matters:

> We condition our selection of Telcordia as the LNPA on the satisfactory negotiation of contract terms that are consistent with the Commission's requirements regarding

---

1 Motion of Neustar to Order Telcordia Technologies, Inc. to Show Cause Why It Should Not Be Disqualified From Selection As Local Number Portability Administrator, *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 (filed June 1, 2016) ("*Neustar Motion*").

2 The current MSA costs approximately $496M per year. The New MSA would cost approximately $175M during the first year.

3 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, FCC 15-35 at ¶ 193 (rel. Mar. 31, 2015) ("*Selection Order*").

> neutrality and security matters. ***In the event that negotiations with the NAPM do not result in an acceptable contract***, we retain all options.[4]

The contract terms in the New MSA are fully consistent with the Commission's requirements regarding neutrality and security matters, and they represent a quantum leap forward over the existing MSA with Neustar. Each day of delay merely delays the implementation of these new protections and security enhancements to the NPAC, which is a vital component in the Nation's critical infrastructure. Far from enhancing security, delay in approving the New MSA harms national security by delaying the implementation of the contractual provisions that were developed by the NAPM LLC in close coordination with the Commission through the Wireline Competition Bureau (the "Bureau") and the Public Safety and Homeland Security Bureau with input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters.

In short, further delay in the approval of the New MSA would merely cost the public ***approximately $1M each day*** and delay the implementation of the vastly improved security measures without any benefit to anyone other than Neustar, which gains approximately $1.4M for each day that it can delay transition. The NAPM LLC therefore respectfully urges the Commission to deny Neustar's motion and approve the new MSA as soon as possible.

Neustar's Motion Serves No Purpose Beyond Lining Neustar's Pockets

Neustar's Motion Is Based On A False Presumption

Neustar's motion to "show cause" is based on the false presumption that iconectiv has not provided the Commission with an explanation of the relevant facts regarding the writing of the NPAC code. The truth is that the Commission has known all of the relevant facts for several months. Specifically, in accordance with the requirements of the Selection Order, the NAPM LLC, ***with Commission oversight***, negotiated the terms of the New MSA with Telcordia.[5] As directed, the Bureau, in consultation with the Public Safety and Homeland Security Bureau, worked with the NAPM LLC to ensure that the LNPA contract contains terms and conditions necessary to ensure that effective public safety services and law enforcement and national security operations are supported, and that any and all national security issues, ***including the facts at issue in the Neustar Motion***, were addressed and mitigated.[6] The Public Safety and Homeland Security Bureau also sought input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters as the terms and conditions were developed, exactly as required by the Selection Order.[7] The New MSA also ensures that

---

4 *Id.* (emphasis added). Since the negotiations between the NAPM LLC and Telcordia resulted in an acceptable contract, the sole condition that the FCC imposed upon the selection of Telcordia as the LNPA undeniably has been fully satisfied.

5 *Id.* ("We also direct the NAPM, with Commission oversight, to negotiate the terms of the LNPA contract with Telcordia in accordance with this Order. Once contract terms are reached, and a Code of Conduct is finalized, the NAPM shall submit the contract and Code of Conduct to the Commission for review and approval.").

6 *Id.*, ¶ 194 ("We direct the Bureau, in consultation with Public Safety and Homeland Security Bureau, to work with the NAPM to ensure that the LNPA contract contains terms and conditions necessary to ensure that effective public safety services and law enforcement and national security operations are supported, and that any and all national security issues are addressed and mitigated to our satisfaction.").

7 *Id.; see also id. at* ¶¶ 73, 84, 124, 131, 132 (describing coordination with the Executive Branch entities with expertise in and responsibility for law enforcement and national security matters).

the Government's equities are protected by a rigorous audit program that monitors for and ensures compliance, backstopped by robust enforcement tools throughout the term of the contract.[8] Therefore, grant of Neustar's motion would not provide the Commission with any new facts that would lead to any changes to the New MSA. The provisions of the New MSA were finalized by the NAPM LLC with close oversight by the Commission through the Bureau and the Public Safety and Homeland Security Bureau with input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters with full knowledge of all of the relevant facts.

The Commission has already rejected the efforts by Neustar to make the recommendations on security standards and the specific measures to address and mitigate any and all national security issues a part of the record in this proceeding.[9] Nonetheless, Telcordia has disclosed all of the facts that are relevant to the public on the record in this proceeding in its Opposition to Neustar's Motion.[10] Moreover, interested parties have had several months to review the New MSA. Accordingly, there would be no point to require further filings regarding these issues in this proceeding.

Neustar's Motion Has No Legal Basis

Neustar's Motion to Disqualify is nothing more than yet another attempt by Neustar to delay the transition process. The Motion is based entirely on the false assertion that the LNPA selection process is a "government procurement," and therefore Telcordia[11] must be disqualified.[12] Neustar's own filings in the above-referenced dockets when iconectiv was seeking to challenge Neustar's role as the LNPA confirm that even Neustar likely does not believe the arguments it now makes. Indeed, Neustar now is the party acting like the "disgruntled vendor" seeking to make baseless arguments.[13]

---

8 *Id.*, ¶ 194 ("We will also require that the terms and conditions of the contract ensure that the Government's equities are protected by a rigorous audit program that monitors for and ensures compliance, backstopped by robust enforcement tools throughout the term of the contract.").

9 *Id.*, ¶ 131 ("Neustar requests that we make the Executive Branch entities' recommendations on security standards part of the record in this proceeding (with appropriate redactions), allow comment on those recommendations before we select the LNPA, and allow parties with security clearances to review the recommendations in their entirety. We disagree.").

10 Opposition of Telcordia Technologies, Inc., d/b/a Iconectiv to Motion of Neustar to Order Telcordia Technologies, Inc. to Show Cause Why It Should Not Be Disqualified From Selection As Local Number Portability Administrator, *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 (filed June 10, 2016) ("*Telcordia Opposition"*).

11 Neustar insists on referring to "Ericsson" rather than Telcordia -- despite the fact that Ericsson and Telcordia are separate legal entities and that the legal entity at issue in this proceeding is Telcordia. This filing refers to the proper legal entity at issue here -- Telcordia Technologies, Inc. d/b/a iconectiv.

12 *See, e.g., Neustar Motion* at 7-13 (citing cases that apply to government procurements).

13 Opposition of Neustar, Inc. at 25, *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,* WCB Docket No. 09-109 (Sept. 8, 2009) (accusing Telcordia of being a "disgruntled vendor") ("*Neustar Opposition*"); *see also id. (*"Telcordia . . . has the goal of disrupting this process and preventing the NAPM LLC's efforts to evolve the NPAC database to ensure competitive options for carriers seeking to route traffic using Internet Protocol technology. The Commission must reject Telcordia's self-serving attempts to thwart the very competition and technological advancement envisioned by Congress and implemented by the Commission.").

As recently as 2011, Neustar explained why the NPAC is not a federally-funded endeavor, and therefore why the LNPA selection process is not a government procurement:

> As the Commission is aware, the NAPM LLC, under the oversight of the NANC, has been responsible for the direct, day-to-day management of the NPAC, the LNPA, and the contract that governs the LNPA's activities since the inception of number portability. . . . **[T]he NPAC is in no way a federally-funded endeavor.**[14] In fact, the NPAC contract is between the LNPA and the NAPM LLC, and the database is entirely funded through fees paid by telecommunications and interconnected VoIP service providers. All of these service providers are eligible to become members of the NAPM LLC. Indeed, the entities that pay the vast bulk of the NPAC's costs are represented through NAPM LLC membership, creating a significant incentive for the NAPM LLC to ensure that the NPAC is run as efficiently and pro-competitively as possible. **Because it is not a federally-funded endeavor, the LNPA contracts should remain private contracts negotiated and entered into between private entities, subject to the existing levels of oversight by the NANC and the Commission.**[15]

Reply Comments of Neustar, Inc., WC Docket No. 09-109, CC Docket No. 95-116, at 3-4 (filed Mar. 29, 2011) (emphasis added and footnotes from the original). As Neustar has explained repeatedly,

> the Master Agreements do not carry out a government 'procurement for property or services.' Telcordia cannot identify any good or service that the Master Agreements require to be transferred to or performed for the Commission. Provision of NPAC database administration services to carriers, for compensation by carriers, does not, by any expansive reading of the case law, amount to the provision of services to the government. Moreover, assisting the Commission in fulfilling its local number portability ("LNP") mandate also is not providing an indirect, intangible service to the government . . . .

Id. at iii. Similarly, in the words of the Chertoff Group, "[t]hough the contract concerns the public interest, it is between private parties and not subject to federal procurement rules."[16]

Neustar has long-recognized that the entirely private nature of the LNPA contracts precludes any argument that they are subject to any of the requirements that apply to federal contracts or federal procurements:[17]

---

14 *See* Comments of the National Association of State Utility Consumer Advocates, WC Docket No. 09-109, CC Docket No. 95-116 at 5, 7 (filed Mar. 22, 2011).

15 See also Letter from Richard L. Fruchterman, III, Public Policy and Regulatory Counsel, NeuStar, Inc. to Marlene H. Dortch, Secretary, Federal Communications Commission, WC Docket No. 09-109 (filed Dec. 9, 2009)(explaining that LNPA contracts are private agreements not subject to government procurement rules); Letter from Todd D. Daubert, Counsel for the NAPM LLC to Marlene H. Dortch, Secretary, Federal Communications Commission, WC Docket Nos. 07-149, 09-109, Attachment at 9 (filed Mar. 22, 2010).

16 The Chertoff Group, A Review Of Security Requirements For Local Number Portability Administration, dated September 29, 2014 at 2.

17 Neustar Ex Parte Response to the Reply Comments of Telcordia Technologies, 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, WCB Docket No. 09-109 (Dec. 8, 2009)

> In the case of the Master Agreements, the Commission played no role in selecting and negotiating with the LNP administrator ("LNPA"). The seven regional limited liability companies ("LLCs") initially organized by the carriers were entirely responsible for selecting and negotiating with the LNPAs in each region. . . . Moreover, . . . the management of the NPAC contracts, including the negotiation of pricing amendments, is not an 'inherently governmental' function that must be performed by the Commission, rather than by NAPM LLC. The Master Agreements and the challenged amendments do not obligate government funds or constitute the exercise of sovereign government authority. They bind only the carriers contracting through NAPM LLC, implicate only private fees paid by those carriers, and do not commit the government to any course of action.[18]

Neustar has also previously explained the history behind the current structure for private management of the NPAC with Commission oversight, which is why the LNPA selection process is not subject to any of the federal procurement requirements:

> In fact, the Commission delegated NPAC contract management and oversight to NAPM LLC's predecessors, and that delegation was, and remains, codified in the Commission's rules. The development of the Commission's LNP policies and delegation of NPAC contract administration oversight to NAPM LLC's predecessors preclude application of the [federal procurement requirements] to the existing contracts and the challenged amendments.
>
> Following passage of the Telecommunications Act of 1996, the Commission properly executed its governmental responsibilities to set national policies for the implementation of LNP under Section 251(b)(2) and (e) of the Act, at the same time delegating contract management issues to the industry representatives that negotiated the NPAC database administration contracts with Neustar's predecessor. LNP – *i.e.,* the ability of end users to retain their telephone numbers when they switch service providers – has long been recognized as an essential component of local telephone competition.
>
> In a series of rulemaking orders, the Commission set forth uniform national requirements governing LNP policy and the duties of the administrator or administrators of the NPAC database. The Commission specifically provided that the negotiation and management of the LNP contracts should be left up to the knowledgeable industry representatives and repeatedly reaffirmed the contract management role of the industry. . . . The Commission properly delegated contractual administrative and oversight functions to the industry –

Opposition to the Telcordia Petition to Reform or Strike Amendment 70, at ii ("To the contrary, the structure established by the Commission for the oversight of NPAC database administration and management of the private contracts between NAPM LLC and Neustar precludes application of CICA."); *see also id.* at iii ("The Commission . . . rejected the direct control over NAPM LLC necessary to establish such a connection. Instead, it delegated to the North American Numbering Council ("NANC") the responsibility to 'provide ongoing general oversight of number portability administration, including oversight of [NAPM LLC], subject to Commission review' of the NANC. The Commission acknowledged that this delegation scheme, which was codified in its regulations, could only be modified by a rulemaking.")(citations omitted).

18 *Id.* at iii-v (citations omitted).

parties with the necessary operational and technical expertise, as well as a financial stake, and better able to anticipate technological changes. . . .

The Commission acknowledged in its Second LNP Order that 'there are advantages' in recognizing the LLCs' unique role in managing the LNPAs and directed the LLCs to 'provide immediate oversight and management of the local number portability administrators,' thereby rejecting claims that LLC oversight of the LNPAs would be inconsistent with Section 251(e)(1) of the Act.

> We conclude that the LLCs are the entities that are best able to provide immediate oversight of the local number portability administrators at this time. Because the LLCs were responsible for negotiating the master contracts with their respective local number portability administrators, each LLC is the entity with the greatest expertise regarding the structure and operation of the database for its region. Therefore, with respect to each region, using an entity other than the LLC to provide immediate oversight of the local number portability administrator would waste the LLC's valuable expertise. . . .

The Commission also determined that the Master Agreements need not be filed with the Commission, explaining that there was no indication that such a filing requirement 'would be preferable to LLC oversight.' The Commission delegated to NANC the more limited role of reviewing and overseeing the LLCs' management of the LNPAs and reserved for itself review of NANC's oversight of the LLCs.

The Commission incorporated this structure into its rules, which provide that the LLCs 'shall manage and oversee the [LNPA], subject to review by the NANC. Any modification to this scheme thus will require a rulemaking, as the Commission acknowledged. Thus, LNPA contract administration matters, such as negotiating 'the terms and conditions' of the Master Agreements or modifications to the Master Agreements were left under the rules entirely to LLC oversight. The Commission's rejection of the argument that LLC oversight of the LNPAs violates Section 251(e) was never challenged.

In fact, when the LLCs later terminated their contracts with Perot in favor of LMIMS, the Commission sought no involvement in the process. The Commission later reconfirmed that the rates charged by the LNPA are entirely a matter of contractual negotiations when it rejected a request that the LNPA's budget be subjected to a Commission audit. Noting that 'the LLCs 'provide immediate oversight and management of the [LNPAs],' the Commission concluded that 'the specifics of NeuStar' s [sic] budget have been agreed upon in the context of contractual negotiations, and . . . carriers may request an audit of NeuStar's budget pursuant to LNPA contracts.'[19]

In light of this structure, the federal procurement requirements do not apply to the LNPA contracts, as Neustar itself has correctly explained:

> [T]he federal procurement requirements are wholly inapplicable to the contracts executed between NAPM LLC and Neustar. . . . [The] **NAPM LLC is a private limited-liability**

---

19 *Id.* at 5-11 (citations omitted); *see also id*. at 50 ("[T]he Commission determined that the Master Agreements need not even be filed with the Commission, explaining that there was no indication that such a filing requirement 'would be preferable to LLC oversight.'").

company that is composed of private carriers. And the contracts between NAPM LLC and Neustar are not public procurement contracts but rather private contracts between private parties, awarded not by the Commission or any other government entity, but by the seven regional LLCs. . . . Telcordia offers a single improbable argument for applying [federal procurement requirements] – i.e., that NAPM LLC should be considered an 'extension of the FCC,' and thus a governmental instrumentality subject to [federal procurement] requirements. That argument is wholly without merit because **NAPM LLC is not so interconnected with the Commission as to be considered one of its constituent parts.** Moreover, [the federal procurement requirements] do[] not apply because **the contract award was not a 'procurement' of goods or services to be used by the government, but was instead simply a selection of an administrator that provides services to the private carriers.** NAPM LLC was under no obligation to subject the contracts to [the federal procurement] requirements, and the Commission should reject Telcordia's arguments to the contrary. . . .

The circumstances in which a private party may be deemed an instrumentality or arm of the government are exceedingly narrow. For a private entity to be considered a public instrumentality, it must be 'so assimilated by the Government as to become one of its constituent parts.' The relationship must be one of such interconnectivity that the entity has been 'incorporated into the government structure,' and the government must deem the entity 'essential for the performance of governmental functions.' It is not sufficient that the entity is an agent of the government under traditional agency principles, nor that the government regulates or exercises control over the entity. Even an entity that is subject to strict federal regulations and heavily funded by the federal government is not deemed an instrumentality of the government unless the entity's 'day-to-day operations,' *i.e.*, its 'detailed physical performance,' are supervised and controlled by the federal government.

That is a far cry from the relationship between the Commission and NAPM LLC, and Telcordia has not come close to showing otherwise. **Instead of managing the day-to-day operations of NAPM LLC's operations, or directly supervising the performance of NAPM LLC's employees, the Commission delegated to NANC the responsibility to 'provide ongoing general oversight of number portability administration, including oversight of [NAPM LLC], subject to Commission review' of NANC. There is no basis to consider NAPM LLC to be incorporated into the Commission at all, much less so assimilated that it is one of the Commission's constituent parts.** . . . **Instead, NAPM LLC is more akin to other private entities that are closely associated with accomplishing public objectives but are not instrumentalities of the federal government**. For example, the Ninth Circuit held in Lewis v. United States that the Federal Reserve Banks are not public instrumentalities for purposes of the Federal Tort Claims Act even though the Banks are heavily regulated by the Federal Reserve Board and 'clearly perform an important governmental function' that 'furthers the nation's fiscal policy.' The Ninth Circuit reasoned that the Reserve Banks are privately owned entities—private corporations owned by commercial banks—that receive no direct financial support from the federal fisc. The Reserve Banks also conduct their activities without any day-to-day supervision of a federal agency; their employees do not participate in the Civil Service system; and the Banks are not wholly or partially owned by the federal government. **The same logic applies equally to NAPM LLC. In fact, the Federal Reserve Banks serve a much more significant public role than NAPM LLC, yet neither is a governmental instrumentality.** . . . The Commission's role, both historically and present-day, has been as an overseer of NANC's oversight of NAPM

> LLC's management of the NPAC Master Agreements. The carrier representatives, not the Commission or NANC, issued the LLC RFPs. The regional LLCs selected the LNPAs and were responsible for negotiating the contracts with them. And NAPM LLC, not the Commission or NANC, oversees the day-to-day administration of the contracts with Neustar. . . . [t]he NPAC Master Agreements operate independently of the Commission's direct involvement. The private contractual nature of the LNPA selection was confirmed when the LLCs, citing Perot System's performance problems, terminated their contracts with Perot in favor of Lockheed, with absolutely no involvement by the Commission.[20]

In fact, until very recently, Neustar has always been, correctly, unequivocal that the NAPM LLC could not be subject to the government procurement process

> **Indeed, because NAPM LLC is not compensated for its role in overseeing the LNPA and managing the Master Agreements, that role could not possibly be subject to the government procurement process**. . . . The LLCs, the predecessors to NAPM LLC, played every meaningful role in the selection of the LNPAs and in the negotiation of the contracts with the LNPAs. The carriers developed and disseminated the LLC RFPs, and then the regional LLCs selected the database administrators for each region. '[T]he LLCs were responsible for negotiating the master contracts with their respective local number portability administrators.' The Commission played no role in the contract negotiations but rather simply approved the LLCs' selections.[21]

Even in the period leading up to the Selection Order, Neustar admitted, as it must, that the selection process is not controlled by the federal procurement requirements: "Neustar acknowledges that this selection process is not controlled by the Federal Acquisition Rules (FAR)."[22]

Because the LNPA selection process is not a federal procurement, none of the cases that Neustar cites in the Neustar Motion are relevant. Accordingly, the NAPM LLC respectfully urges the Commission to deny the Neustar Motion as soon as possible.

* * *

---

20 *Id.* at 11-17 (citations omitted and emphasis added).

21 *Id.* at 19-22 (citations omitted and emphasis added); *see also id.* at 48 ("In fact, as explained above, the Commission has not delegated any inherent governmental function but has retained all such activities for itself, delegating only the non-governmental function of managing the NPAC contracts. In a series of rulemaking orders, the Commission performed the inherently governmental function of setting forth uniform national policy regarding LNP implementation and administration. The Commission established performance criteria that LEC LNP architecture must meet in order to 'ensure an appropriate level of national uniformity, while maintaining flexibility to accommodate innovation and improvement.' It established an LNP implementation schedule. The Commission also prescribed the technical, operational and database administrative duties of the LNPAs and established technical and operational standards to be followed by the LNPAs. Thus, the Commission assumed full responsibility for the inherent government functions of prescribing the operational, technical, and administrative LNP policies to be followed by the LNPAs.").

22 Selection Order, ¶ 36.

The NAPM LLC has done exactly as the Commission directed in the Selection Order: the NAPM LLC negotiated the terms of the New MSA with Telcordia LLC with oversight by the Commission through the Bureau and the Public Safety and Homeland Security Bureau with input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters with the full knowledge of all of the relevant facts, including those at issue in the Neustar Motion. The New MSA ensures that the Government's equities are protected by a rigorous audit program that monitors for and ensures compliance, backstopped by robust enforcement tools throughout the term of the contract. The contract terms in the New MSA unquestionably are consistent with the Commission's requirements regarding neutrality and security matters, and they represent a quantum leap forward over the existing MSA with Neustar. Accordingly, the sole condition that the Commission placed on the selection of Telcordia as the LNPA has been fully satisfied.

Each day of delay merely delays the implementation of these new protections and security enhancements to the NPAC, which is a vital component in the Nation's critical infrastructure. Far from enhancing security, delay in approving the New MSA harms national security by delaying the implementation of the contractual provisions that were developed by the NAPM LLC in close coordination with the Commission through the Bureau and the Public Safety and Homeland Security Bureau with input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters. For each day that Neustar is permitted to delay transition, Neustar holds on to additional revenue of at least $1.4M, ***and the public loses out on approximately $1M in savings***.

The same reasons that led the Commission unanimously to approve the Selection Order in 2015[23] should lead the Commission to promptly approve the New MSA so that the important security enhancements of the New MSA can be implemented as soon as possible and the American public will not unnecessarily continue to incur $1M for each day of delay.

Please contact the undersigned if you have any questions or would like any additional information about the issues discussed herein.

Respectfully submitted,

Todd D. Daubert
Counsel to the NAPM LLC

cc: Diane Cornell

---

23 *See, e.g., Selection Order*, Statement of Commissioner Ajit Pai ("And so today, we confront a different question: Should we now declare Telcordia the next local number portability administrator? When you compare the numbers, the answer is clear. Last year, the current contract cost about $460 million. In contrast, Telcordia bid less than $1 billion for a seven-year term—that's less than $143 million per year. That's substantial savings for the American public. And the stringent conditions set forth in the Appendix mitigate any concerns about Telcordia's impartiality, which is a critical factor under the Communications Act and our rules. As our precedent makes clear, measures like these will ensure that Telcordia is impartial notwithstanding any preferences its parent company (Ericsson) might have.")(footnotes omitted).

Rebekah Goodheart
Travis Litman
Nicholas Degani
Amy Bender
Matt DelNero
Jonathan Sallet
Rear Admiral (ret.) David Simpson
Kris Monteith
Deborah Jordan
Michele Ellison
Ann Stevens
Sanford Williams
Marilyn Jones
Terry Cavanaugh
Michelle Sclater
Neil Dellar