

May 13, 2005

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
The Portals
445 12th Street, S.W.
Washington, D.C. 20554

**Re: Notice of *Ex Parte* Meeting
IP-Enabled Services, WC Docket No. 04-36**

Dear Ms. Dortch:

Pursuant to Section 1.1206 of the Federal Communications Commission's ("Commission") Rules, this letter serves to provide notice in the above-captioned proceeding of *ex parte* meetings and telephonic conversations.

On May 12, 2005, the undersigned the undersigned, Christopher Murray of Vonage Holdings Corp. ("Vonage") and Alfred Mottur of Brownstein Hyatt Farber participated in various telephonic meetings with Michelle Carey of Chairman Martin's office, Lauren Belvin, Legal Advisor to Commissioner Abernathy and Commissioner Michael Copps and his legal advisor Jessica Rosenworcel. These conversations addressed material previously submitted in this proceeding.

On the same day, the undersigned, Christopher Murray, and John Cummings and Martin Hakim Din, also from Vonage, participated in meetings with Thomas Navin, Chief of the Wireline Competition Bureau, and Julie Veach, Tim Stelzig, Carol Simpson, Pam Arluk and Nicholas Alexander also from the Wireline Competition Bureau. In this meeting, the company made the attached presentation. During the course of the presentation Vonage also noted that:

(1) **SBC's recently announced VoIP "solution" is inadequate and does not fully support nomadic VoIP service providers.** Moreover, the solution requires the assignment of an additional "geographically correct" telephone number for every subscriber, ("a geo-ANI"). Based upon Vonage's understanding of the product, a PSAP operator receiving a call from a Vonage customer would receive the "geo-ANI" and not the true ANI as the call back number. Accordingly, customer call backs could not be provisioned if calls were dropped or disconnected because the PSAP operator would not

have the customer's true telephone number. Further such a solution is not consistent with future NENA 9-1-1 proposals and is not a good use of scarce numbering resources. This solution makes little sense when there is an ability to deal with these issues via the solution used today to provision wireless 9-1-1.

(2) Vonage often has difficulty provisioning selective router trunking because of limitations in carrier interconnection agreements. Typically Section 251/252 interconnection agreements place an obligation on the CLEC to provide ANI/ALI with traffic that is passed through over 911 interconnection trunks to the ILEC 911 tandems. Because Vonage does not always have the capability to provide ANI and ALI information some CLECs have expressed concerns about provisioning selective router trunking. For example, SBC's standard interconnection agreement template provides that the CLEC "will forward the ANI information of the party calling 911 to the SBC-13STATE 911 Selective Router."¹² BellSouth agreements contain similar provisions. BellSouth's standard offering states that CLEC "will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth." BellSouth further provides that if "E911 tandem trunks are not available, [CLEC] will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP."³ Verizon's agreements also appear to impose some obligation on CLECs to provide ANI or similar information for purposes of providing 911 service. An agreement between Verizon and AT&T in Illinois provides that "AT&T or its third party agent will provide CNA data to GTE for use in entering the data into the 911 data base."⁴ In addition, this agreement provides that when using interim number portability "AT&T shall provide to GTE in GTE's capacity as administrator of the PSAP's ALI (Automatic Location Identification) database, current subscriber address records keyed to AT&T's shadow number and including GTE's ported number and GTE's company identification number as established by the National Emergency Number Association (NENA)."⁵

(3) Vonage cautioned that any rules adopted by the Commission that attempt to impose E-911 obligations on the basis of whether a VoIP service is fixed or nomadic must be carefully crafted. Should the Commission require one type of VoIP E-911 solution for fixed services and another for nomadic, the Commission must precisely define what constitutes fixed and nomadic VoIP services. Any definition that attempts to make that determination by comparing the assigned telephone number to the customers

¹ SBC Multi-State ICA, Appendix 911 Emergency Services § 4.1.2, available at <https://clec.sbc.com/clec/shell.cfm?section=115>.

² *Id.* at § 3.2.2.

³ Interconnection Agreement between AT&T Communications of the South Central States, LLC and BellSouth § 12.1 available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm#F.

⁴ Interconnection Agreement between Verizon North Inc., Verizon South Inc. and TCG Chicago and TCG Illinois, Adopting ICA between AT&T and GTE, I.C.C. Docket 04-0581, Illinois Main Agreement § (Section 37.10.3.4) (available at http://eweb.icc.state.il.us/e-docket/reports/view_file.asp?intIdFile=125965&strC=bd)

⁵ *Id.* at Attachment 8 § 3.7.

registered address will render the provision of a VoIP E-911 solution impractical if not impossible to provide.

Vonage provides a nomadic service that allows for the assignment of telephone numbers from rate centers that are distant to the registered location of the customer. For example, a Vonage customer physically located in Washington, DC, may be assigned a telephone number from an area code in New York City. For purposes of providing E-911 services to this customer, Vonage would have to provision an E-911 service that allows for the routing of a 10-digit telephone number to the selective router. This can only be accomplished by using elements of both the wireline and wireless emergency services network. Furthermore, CLEC solutions that exist in the marketplace today would be incapable of providing such a customer with E-911 service.

But when that same customer travels to New York City and updates their registered location, a definition of fixed versus nomadic services that relies on a comparison of the registered address to the telephone number would transform a nomadic VoIP customer to a fixed VoIP customer potentially requiring Vonage to provide such a consumer with an entirely different type of E-911 service. Vonage's vendors have advised the Company that they cannot currently provision two different types of VoIP services for the same customer. Accordingly, in imposing a VoIP E-911 obligation on the basis of whether a VoIP service is fixed or nomadic, distinguishing between the two will require defining fixed versus nomadic VoIP services according to a set of criteria that does not depend on a comparison of the registered location to the assigned telephone number.

(4) **Vonage stressed that in order to provision any type of native VoIP 9-1-1 solution, it will in most jurisdictions have to coordinate on an individual basis with each of the more than 6000 PSAPs.** There is currently no streamlined process by which to undertake such an effort. The FCC must give careful consideration to PSAP coordination if it is to impose any obligations on VoIP 9-1-1.

