**Before the**
**FEDERAL COMMUNICATIONS COMMISSION**
**Washington, DC 20554**

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| In the Matter of | ) | |
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| IP-Enabled Services | ) | WC Docket No. 04-36 |
| | ) | |
| E911 Requirements for IP-Enabled Service Providers | ) | WC Docket No. 05-196 |
| | ) | |
| Lightyear Network Solutions, LLC Amended Petition for Extension and Limited Waiver | ) | |

## AMENDED PETITION FOR EXTENSION OF TIME AND LIMITED WAIVER

## I. INTRODUCTION

On November 28, 2005, Lightyear Network Solutions, LLC ("Lightyear" or "the Company"), pursuant to Section 1.3[1] of the Commission's Rules, filed a Petition for Extension of Time and Limited Waiver ("Waiver Petition") of Commission Rules 9.5(b) and 9.5(d) adopted in the *VoIP E911 Order* in the above captioned proceedings.[2] Lightyear previously requested a limited waiver of nine months to deploy an E911 solution. Lightyear no longer requires waiver of 47 C.F.R. § 9.5(d) because the Company has obtained affirmative acknowledgements from all of its customers. In this filing, Lightyear updates its Waiver Petition, advises the Commission of the current status of Lightyear's Voice over Internet Protocol ("VoIP") E911 deployment, and

[1] 47 C.F.R. § 1.3

[2] *IP-Enabled Service, E911 Requirements for IP-Enabled Services Providers,* First Report and Order and Notice of Proposed Rulemaking, WC Docket Nos. 04-36 & 05-196, FCC 05-116 (released June 3, 2006) ("*VoIP E911 Order*").

requests an additional limited waiver of nine months from the date of this filing to become fully compliant with the FCC's *VoIP E911 Order*.[3]

Lightyear is pleased to notify the Commission that it has received affirmative acknowledgements from 100% of its subscribers that they are aware of the differences between the E911 services accessible through Lightyear's Voice over Internet Protocol ("VoIP") service as compared to those available from traditional wireline telephone services. Lightyear has integrated the affirmative acknowledgement requirements into its customer registration process so that every new customer must affirmatively acknowledge that they understand the 911 limitations associated with the service before completing the registration process. Accordingly, Lightyear has received affirmative acknowledgements from 100% of its customer base, and no longer seeks a waiver of 47 CFR § 9.5(d).

Lightyear's Waiver Petition sought limited waiver of, and an extension of time to comply with, the E911 service requirements of Rule 9.5(b) with respect to certain Lightyear VoIP service subscribers. When the Waiver Petition was filed, Lightyear reported that it was "able to provide service in full compliance with the rules established in the *VoIP E911 Order* to approximately 15% of the Company's VoIP subscribers."[4] Despite a substantial increase in the percentage of customers that currently have access to VoIP E911 services, resulting from diligent efforts by

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[3] The percentages provided in this filing are determined by examining the registered location information currently on file with Lightyear. Lightyear offers a nomadic VoIP service and cannot predict the geographic location from which its customer may use the service. Accordingly, Lightyear cannot provide the Commission with a percentage of customers that will have a VoIP E911 solution available to them when they use the nomadic capabilities of the service.

[4] *See,* Letter from Russell M. Blau and Ronald W. Del Sesto, Jr., Counsel for Lightyear Network Solutions, LLC, to Marlene H. Dortch, Secretary, Federal Communications Commission, WC Docket No. 05-196 (Nov. 28, 2005) (detailing Lightyear's compliance with the FCC E911 Service Requirements) ("Compliance Report").

Lightyear and its third-party solution provider, Lightyear does not yet have an E911 solution in place for all of its customers in the manner prescribed by the Commission.

## II. IMPEDIMENTS ENCOUNTERED IN DEPLOYING A VOIP E911 SOLUTION

Since the Commission adopted the *VoIP E911 Order*, Lightyear's top priority has been to deploy a VoIP E911 solution to all of its customers. But the Company's attempt to achieve 100% compliance has been impeded by a number of factors outside of its control. For example, a number of PSAPs have not modified their systems to accept calls from VoIP providers. PSAPs are not obligated to make such modifications, and many have expressed little or no desire to do so on their own. Other PSAPs have expressed concerns that accepting VoIP calls will expose them to legal liability because they are not afforded that same protections for VoIP calls as they are for wireless and wireline calls. Finally, Lightyear's third-party solution provider has found that the methods and cost of ordering connectivity to selective routers varies greatly between PSAPs, which has made it difficult to maintain a timely schedule for solution deployment.

Lightyear's third-party solution provider has also encountered problems obtaining access to the Master Street Access Guide ("MSAG"). In many areas, the legacy local exchange carriers ("LECs") that control access to the MSAG have been reluctant to allow Lightyear's third party solution provider the access necessary to validate its customer addresses in a timely manner. As a result, it takes more time for Lightyear's third-party solution provider to implement an adequate solution.

Finally, Lightyear's third-party solution provider has found it difficult to deal with many Incumbent Local Exchange Carriers ("ILECs"). Many ILECs have insisted on labor intensive technical solutions, or refuse to complete connections to selective routers without approval from other PSAPs. These policies have added considerable delays to Lightyear's solution roll out.

Other ILECs simply do not have much experience in deploying a VoIP E911 solution, which delays implementation.

Aside from problems encountered by Lightyear's third-party solution provider, Lightyear ran into myriad complications in hiring a VoIP E911 solution vendor. Lightyear considered VoIP E911 solutions offered by various providers, but discovered different problems associated with each. For example, one provider could not receive 911 calls initiated by Lightyear's customers without Lightyear first translating the call into TDM. After the TDM conversion, the provider would use overflow routing resulting in a potential delay of one to two minutes from the time an emergency call was placed. Given the critical nature of emergency calls, Lightyear had to abandon the solution offered by this provider and sought a new vendor. But Lightyear had already devoted a considerable amount of time and resources to deploying a solution with this particular provider and the potential delay associated with completing 911 calls was not discovered until Lightyear and the vendor had begun testing the solution. As a result, Lightyear estimates that it lost approximately five months of time.

In exploring other alternatives, Lightyear continued to encounter additional difficulties. Solutions offered by different vendors were insufficient for a variety of reasons. One solution provider's footprint simply did not match the geographic location of a large percentage of Lightyear's customer base. Plans to build out a VoIP E911 solution to areas where Lightyear's customers are located were either too far in the future or non-existent. Implementing this solution would have left large swaths of Lightyear's service area without a VoIP E911 solution for a protracted period of time. Negotiations with other vendors stalled and ultimately were abandoned for reasons including lack of responsiveness, or, in the opinion of the Company's management,

the vendor did not have the technical skills or resources to implement and deploy an effective solution.

## III. LIGHTYEAR'S AMENDED REQUEST FOR LIMITED WAIVER

Lightyear's current vendor was selected in the first quarter of 2006 and agreed to build out to areas where a substantial majority of Lightyear's customers are located. This particular vendor customized its VoIP E911 deployment schedule to meet the needs of Lightyear's customers. After negotiating the contract and receiving build out commitments, Lightyear and the vendor engaged in extensive testing, migrated customers using the original VoIP E911 solution to the new vendor's platform, substantially expanded the percentage of Lightyear customers covered by a VoIP E911 solution, and began to deploy the solution to new markets. Lightyear expects that within five months from the date of this filing, a substantial portion of its customers will have a VoIP E911 solution that conforms to the *VoIP E911 Order*. The speed of this deployment is due to the vendor agreeing to tailor its solution to Lightyear's service footprint. This will drastically reduce the time it would otherwise take to deploy a VoIP E911 solution to Lightyear's customer base.

While Lightyear and its vendor expect to deploy a VoIP E911 solution within five months to a substantial number of Lightyear's customer base, past experience has demonstrated to Lightyear the folly associated with not allowing for unforeseen events to slow down the process. Moreover, there are certain customers located in geographic areas where it will take more time to deploy a solution. Accordingly, Lightyear requests a nine month extension of time to deploy a solution in compliance with the FCC's *VoIP E911 Order* so as to account for the unexpected and to allow the Company to provide emergency services to its entire customer base.

Lightyear will notify the Commission if it achieves this goal in less than the requested period of time.

## IV. CONCLUSION

For the reasons detailed herein, Lightyear respectfully requests that the Commission grant Lightyear limited waiver of Rule 9.5(b) for additional nine months from the date of this filing for the Company to achieve compliance with the *VoIP E911 Order* for its customers.

Respectfully submitted,

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