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December 10, 2007

By E-Mail Transmission

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TW-A325
Washington, D.C. 20554

Re: Notice of Ex Parte Meeting, Petition of Telcordia Communications Inc. to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration WCB Docket No. 07-149

Dear Ms. Dortch:

On December 6, 2007, Mel Clay and Tim Decker, co-chairs of the North American Portability Management LLC (the "NAPM LLC"), and the undersigned Dan Sciuolo, outside legal counsel for the NAPM LLC, met in person with Mr. Ian Dillner, Legal Advisor to Commissioner Kevin J. Martin, to discuss the above-referenced proceeding. In accordance with the Commission's rules, an electronic copy of this letter and Attachments 1 and 2 hereto are being submitted for inclusion in the public record for the above-referenced proceeding via the Commission's Electronic Comment Filing System.

At the meeting, Mr. Clay, Mr. Decker and the undersigned, all on behalf of the NAPM LLC, reiterated the NAPM LLC's opposition to the Petition of Telcordia Technologies, Inc. ("Telcordia") regarding "Amendment No. 57 and urged the Commission not to grant the relief sought by Telcordia in its Petition. Mr. Clay, Mr. Decker and the undersigned stated that the relief sought by Telcordia (a) is unnecessary and premature; (b) is not in the public interest, and (c) actually risks adversely affecting the consistent quality, reliability and convenience of the service provided to telecommunications customers with respect to the implementation of local telephone number portability and pooling in the seven separate United States former RBOC regions ("LNP").

Mr. Clay, Mr. Decker and the undersigned stated that in negotiating and adopting Amendment No. 57 more than 5 years before the then-specified termination or renewal date of the seven Master Agreements, the NAPM LLC exercised its best judgment and adhered to its Commission-mandated fair and impartial processes and procedures to ensure no "impairment of

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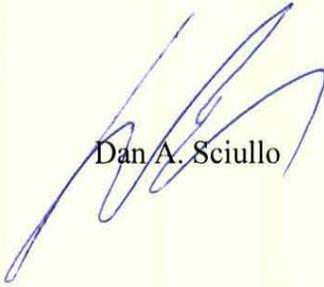
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quality, reliability or convenience” to consumers in LNP after Amendment 57, while obtaining immediate price reductions that would benefit consumers. Mr. Clay, Mr. Decker and the undersigned explained the historical perspectives and reasons for the previous amendments to the Master Agreements identified by Telcordia in its ex parte meeting and shown on Attachment 1 hereto, which submitted as part of the public record of the ex parte meeting by Telcordia. In particular, the reasons for and the operation of Statement of Work 25, Amendment 43 and Amendment 57 were discussed. Finally, Mr. Clay, Mr. Decker and the undersigned demonstrated how Amendment No. 57 was negotiated and drafted to provide immediate and future substantial price reductions for porting and pooling transactions, while preserving rigorous service level requirements and without sacrificing any contractual flexibility to accommodate current and future market, technological and financial evolution, even to the extent of migrating to one or more other contractors or one or more other platforms or technologies. Attachment 2 hereto was utilized for that demonstration.

If you have any questions, please contact the undersigned directly at 303-592-8354 or by utilizing the contact information included in the letterhead hereto.

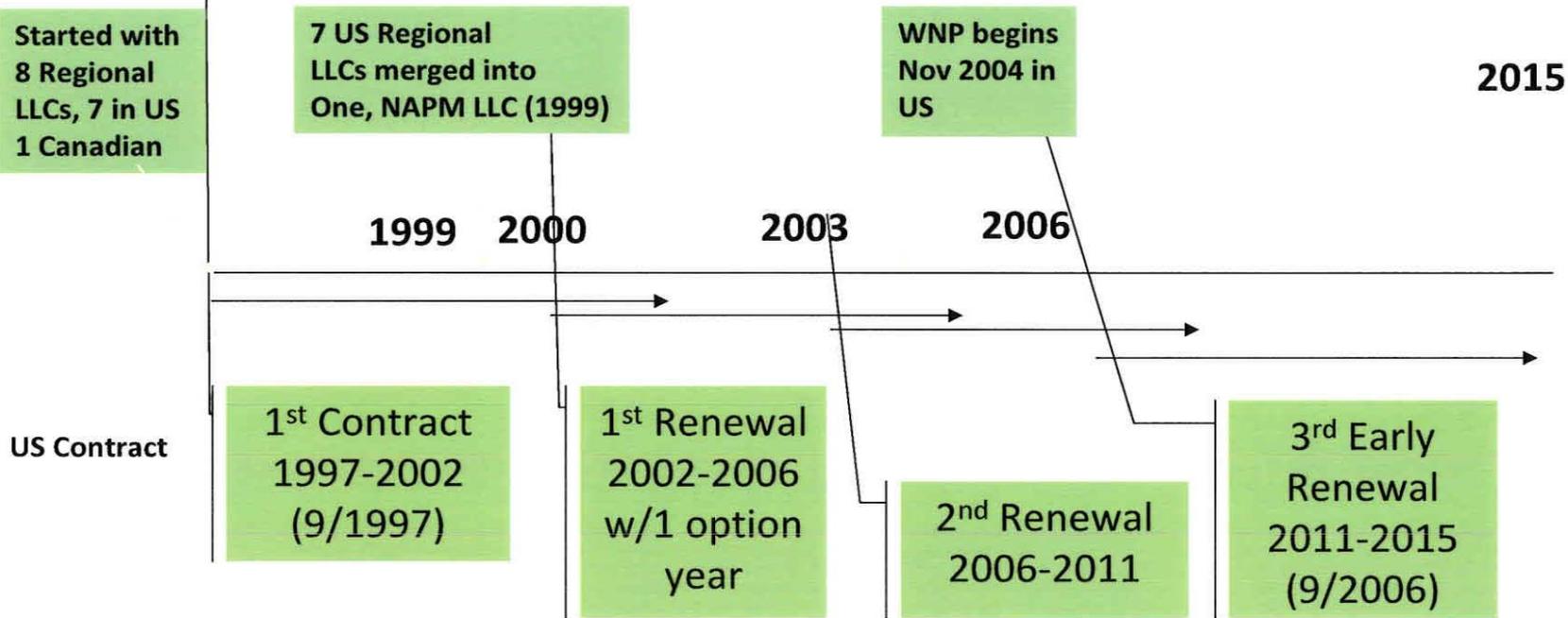
Sincerely,

BERENBAUM, WEINSHIENK & EASON, P.C.


Dan A. Sciuillo

DAS/adm
Enclosures

NPAC Timeline (US)



NAPM LLC is the Appropriate Oversight Entity

- The NAPM LLC Administers the NPAC/SMS subject to the FCC's oversight per the Second Report and Order
 - In the Second Report and Order, the FCC recognized the LLC as the entity with the greatest expertise regarding the NPAC/SMS structure and operations
 - In the Third Report and Order, the FCC confirmed its conclusion by maintaining the LLC's oversight and administration role
- The NAPM LLC manages the 7 contracts with the LNP Administrator in the best interest of the consumer
 - Quality
 - Reliability
 - Convenience

Amendment 57 is in the Public Interest

- Amendment 57 benefits consumers:
 - Delivers immediate price reduction on each NPAC transaction
 - Service requirements are preserved
 - Maintained contractual flexibility
 - Reliability is not impacted

FCC Extraordinary Relief is Not Warranted

- NAPM LLC's management of the 7 LNP contracts does not warrant any "extraordinary" relief
 - No detriment or future threat to the public interest can be demonstrated
 - To the contrary, the public has benefited from 10 years of successful NPAC/SMS administration, supervised by the NAPM LLC
 - As a testament to the competent and efficient management of the NPAC/SMS, the FCC extended LNP to interconnected VoIP providers in light of technological advancements and competitive developments
- The NAPM LLC continues to have the flexibility to accept alternate proposals from other vendors
- No valid legal or policy basis has been demonstrated for reforming Amendment 57