

LAWLER, METZGER, MILKMAN & KEENEY, LLC

2001 K STREET, NW
SUITE 802
WASHINGTON, D.C. 20006

RUTH MILKMAN
PHONE (202) 777-7726

PHONE (202) 777-7700
FACSIMILE (202) 777-7763

June 26, 2008

Via Electronic Filing

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

Re: *Ex Parte* Notice: *Telecommunication Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities – CG Docket No. 03-123*

Dear Ms. Dortch:

On June 25, 2008, Mike Maddix of Sorenson Communications, Inc. (“Sorenson”); Michael DeSanctis of Jenner & Block LLP, counsel for Sorenson; and the undersigned, also counsel for Sorenson, met with Amy Bender, legal advisor to Commissioner Martin, to discuss the petition filed by certain of Sorenson’s competitors regarding “non-compete” provisions in Sorenson’s private contracts with interpreters.¹ During the meeting, Sorenson reaffirmed that these provisions are lawful and serve the public interest by helping Sorenson expand the pool of qualified interpreters available for video relay service and community interpreting. Sorenson also explained that the FCC lacks jurisdiction or any sound policy basis to void or otherwise interfere with the non-compete provisions. The discussion during the meeting was consistent with Sorenson’s previous written submissions in this proceeding. After the meeting, the undersigned emailed Ms. Bender the attached *ex parte* letter that was previously filed in the above-referenced docket.

¹ See *Consumer & Governmental Affairs Bureau Seeks Comment on Petition for Declaratory Ruling Regarding Video Relay Service (VRS) Provider Employment Contracts with VRS Communications Assistants (CAs)*, Public Notice, CG Docket No. 03-123, 22 FCC Rcd 14048 (2007) (summarizing and seeking comment on petition for declaratory ruling that Sorenson’s non-compete clauses should be prohibited).

Marlene H. Dortch
June 26, 2008
Page 2 of 2

Pursuant to the Commission's rules, this letter is being submitted for inclusion in the public record of the above-referenced proceeding.

Sincerely,

/s/ Ruth Milkman
Ruth Milkman

cc: Amy Bender

May 2, 2008

Via Electronic Filing

Catherine W. Seidel, Chief
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Re: *Ex Parte Notice: Telecommunication Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities – CG Docket No. 03-123*

Dear Ms. Seidel:

As previously described in this docket, Sorenson Communications, Inc. (“Sorenson”) has structured its policies so that video interpreters who work for Sorenson also can work in the community if they so desire.¹ For example, Sorenson places no limits on community interpreting, affords its interpreters working schedules with sufficient flexibility to provide community interpreting on a part-time basis, and actively encourages its interpreters to provide community interpreting.² As a result, the vast majority of Sorenson’s interpreters also work as community interpreters.³

Sorenson’s strong commitment to community interpreting is memorialized both in its Video Interpreter Policy, which has been distributed to Sorenson’s video interpreters,⁴ and in Sorenson’s employment contracts with video interpreters. In a meeting on April 24, 2008,⁵ FCC staff asked Sorenson to provide the language in Sorenson’s employment contracts that explicitly permits interpreters who work for Sorenson to work for companies that provide both community interpreting and video relay service (“VRS”), as long as the interpreters engage only in community interpreting. That language is excerpted below:

¹ Comments of Sorenson Communications, Inc., CG Docket No. 03-123, at 5 (Sept. 4, 2007) (“Comments”).

² *Id.*

³ *Id.*

⁴ See Sorenson Video Interpreter Policy at 1-3 (Aug. 28, 2007) (“Policy”), appended as Attachment B to Comments.

⁵ See Letter from Ruth Milkman, Counsel for Sorenson, to Marlene H. Dortch, FCC Secretary, CG Docket No. 03-123 (April 25, 2008).

Catherine Seidel
May 2, 2008
Page 2 of 2

Covenant Not to Compete. Employee hereby agrees that during the time Employee is employed by Employer, and for a period of six (6) months following the date Employee's employment with Employer is terminated, Employee will not participate in, work for or consult for, whether as an owner, employee, independent contractor, or consultant, any other video relay service company, any provider of video relay service, or any subcontractor of any such company or provider in any state (including the District of Columbia and Puerto Rico) in the United States in which Employee has performed VRS interpreting services for Employer, where Employee's duties and services would be similar to or relate to the duties and services Interpreter provided Employer during Employee's employment. However, Employee shall be free at all times to perform community interpreting work either independently or for any entity in any state as long as Employee performs only community interpreting services and not video relay interpreting services for that said entity.

As the final sentence of this covenant makes clear, a current or former Sorenson interpreter may work for a competitor that provides both video relay services and community interpreting, as long as the interpreter performs only community interpreting services at that company.

The quotation above represents the complete covenant not to compete that is contained in Sorenson's default employment agreement, which is used in the majority of states where Sorenson employs video interpreters. The covenant is omitted in its entirety in Sorenson's employment contracts in any state where it would be inconsistent with state law (e.g., California). In addition, Sorenson has modified the default covenant in those states that have unique legal requirements; in every state, however, the covenant's final sentence states that the interpreter may work for a competitor that provides both video relay services and community interpreting, as long as the interpreter performs only community interpreting services at that company.

Pursuant to the Commission's rules, this letter is being submitted for inclusion in the public record of the above-referenced proceeding.

Sincerely,

/s/ Michael D. Maddix
Michael D. Maddix

cc: Nicole McGinnis
Thomas Chandler
Diane Mason
Marlene H. Dortch (*Via Electronic Filing*)