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December 5, 2011

Via Electronic Filing

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

RE: Ex Parte Notice: CG Docket No. 10-51

Dear Ms. Dortch:

On December 1, 2011, the undersigned of CSDVRS, LLC (“ZVRS”) met with Karen Peltz Strauss, Deputy Chief, Consumer and Governmental Affairs Bureau, Gregory Hlibok, Chief, and Eliot Greenwald, Attorney Advisor, Disability Rights Office. Ms. Peltz Strauss was only able to participate in a portion of the meeting.

ZVRS discussed the benefit to the public interest in granting its petition for a temporary waiver so that it may ensure interpreter safety and consistently prompt speed of answer by allowing for a small percentage of its video interpreters to work from TRS compliant virtual call centers during overnight and weekend shifts. The record reflects that ZVRS has amply demonstrated that the services through its virtual call centers “would be provided in a manner that meets all of the Commission’s requirements, achieves the Act’s objectives of functional equivalency, and can be monitored to prevent fraudulent practices.” ZVRS indicated that it filed a petition for a waiver instead of a rulemaking to permit a temporary and structured period for the Commission and the Fund Administrator to assess the limited use of TRS compliant virtual call centers by an experienced provider. In addition, a waiver approach would allow the Commission to support progress towards functional equivalency goals even though not all eligible providers are yet able to establish virtual call centers which fully complies with TRS standards and/or have the capacity to monitor such centers for fraud.

ZVRS also followed up on the numerous consumer complaints about the non-interoperability of Sorenson's nTouch devices and programs. To the best of its knowledge and based on its latest testing (which were re-conducted today), we have observed the following:

1. nTouch Mobile cannot connect with ZVRS' video relay service;
2. nTouch Mobile cannot connect point to point with any ZVRS videophones (VP) or video connecting programs;
3. nTouch PC connects with ZVRS' video relay services, but the nTouch PC user cannot see the ZVRS Video Interpreter (black screen);
4. nTouch PC connects point to point with ZVRS VPs or programs, but the nTouch PC user cannot see the called party with a ZVRS VP or program (black screen);
5. nTouch VP's ability to connect with ZVRS' video relay service is undetermined. We have yet to receive any information from Sorenson regarding the ability of an user of a nTouch VP to dial around to connect with ZVRS' video interpreters, nor have we received from Sorenson as requested a nTouch VP to test;
6. nTouch VP's ability to connect with the range of ZVRS' VPs and programs is undetermined. We have yet to receive any information from Sorenson regarding the interoperability of the nTouch VP with our devices and programs, nor have we received from Sorenson as requested a nTouch VP to test; and
7. nTouch VP cannot receive a video message or mail from a user of a non-Sorenson VP or program.

Sorenson has advertised the nTouch products as being specifically designed for deaf relay users. Sorenson's nTouch products appear not to use any proprietary third party software such as Skype, Adobe or FaceTime. Sorenson controlled the development of the video codec for all of their nTouch products. The existing standard to enable the interoperability of VRS provider devices and programs is the H.263 codec. However, Sorenson's nTouch PC and Mobile utilized an idiosyncratic H.263 codec which does not enable interoperability with existing VRS provider devices and programs. Sorenson did not contact ZVRS prior to introducing the nTouch products to determine interoperability. Since then, Sorenson has not initiated contact with ZVRS about interoperability issues, leaving it to ZVRS to chase Sorenson on this issue given their monopoly position in VRS, with no resolution to date. It is our understanding that Sorenson's nTouch products are also not interoperable with other providers' services, devices and programs which existed at the time Sorenson introduced their nTouch products into the VRS market.

I shared an email from Sorenson admitting to the non-interoperability of its nTouch PC. We discussed the violation of Sorenson's non-interoperable nTouch products with the Commission's May 2006 Declaratory Ruling and its Numbering Orders. VRS providers have been required by the Commission to provide services and products which were backward compatible with Sorenson services and products. VRS providers have spent significant funds engineering the interoperability of their products before bringing them to the VRS market. It is inequitable for Sorenson not to be held to the same interoperability requirements and non-

compliance liabilities, especially given that Sorenson has the capacity to promptly engineer the interoperability of their products. Consumers have been harmed by Sorenson's wrongful actions in the failure of nTouch products to be able to connect with other VRS providers' services and products.

We discussed the experiences of relay customers who chose to port away from Sorenson. The record is replete with the complaints about Sorenson's improper tactics to entice back former customers after they choose to port to another default provider. I provided an example of Sorenson personnel instant messaging someone falsely stating that the customer's ported phone number was not operating properly. I shared our responses to a number of consumers who were misrepresented to by Sorenson personnel that their technical issues were due to ZVRS "stealing" their numbers where the record clearly established that ZVRS never dealt with that customer nor their numbers. I provided copies of screenshots of Sorenson's defeatured VPs once they learn that the customer has elected to port. Sorenson refuses to provide a new number to activate their defeatured VPs, requiring that the former customer port the number back to them. I shared emails from Sorenson personnel indicating that they would port customers solely based on a "verbal" agreement. I also said that ZVRS never ports without a written Letter of Agency which clearly explains that their former VP will be defeatured, belying the representations in Sorenson's videos showing customers who claimed that ZVRS ported their numbers without their permission, providing as an example a signed Letter of Agency for one of the individuals in the Sorenson video. Another so-called customer in Sorenson's video was a disgruntled former ZVRS contractor. The documents referred to above are attached, with the names of individuals redacted in the version filed in the 10-51 docket pursuant to 47 C.F.R. § 0.459 to protect the privacy of those individuals.

We discussed adopting rules which would: a) prohibit providers from defeaturing their VP until the iTRS number port to the new default provider was fully accomplished; b) a time period following the port where no marketing by the former default provider is permitted; c) require Letter of Agencies signed by the customer to effectuate a port of an iTRS number; and d) mandating the prioritization of iTRS number ports in a manner equivalent to landline voice numbers so they can be effectuated within hours not days.

Sincerely,

/s/

Jeff Rosen
General Counsel

cc: Karen Peltz Strauss
Gregory Hlibok
Eliot Greenwald

Attachments