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Portability Of Wireless Local Numbers

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In 1981, a song called "867-5309," blared everywhere, from roller rinks to frat parties. Even today, there are literally legions of people who, though loathe to admit it, can sing this song and be immediately transported back 20 years.

In an interesting coincidence, VH-1 is running a series in November called *I Love the 80s*, where the song's singer, Tommy Tutone, is featured. Given that in area code 716, that number, if in use, would belong to a wireless customer, a moment of reminiscence provides an easy lead-in to discuss wireless local number portability, which will become reality on Nov. 24, 2003.

On that date, for the first time, wireless phone customers will have the option of changing their wireless service carriers without necessarily having to change numbers. While there are some limitations to the portability of these numbers, the fact remains that this is a good change for consumers, no matter how much the largest providers have tried to fight it.

The most important thing about this change is that it affects wireless phones only, and does not address the issue of the transfer between fixed, or "wireline" numbers and those assigned to wireless services. In fact, I was recently called by a well-respected local TV reporter asking about when he could move his wireline number to his wireless phone. My short answer was "not soon." While true number portability is currently being discussed, no dates for such implementation have yet been identified, although it is possible that the FCC could approve such movement in 2004.

Wireless number portability provides several advantages to consumers, whether they are individuals or large corporations. For starters, the wireless marketplace will become more competitive. Carriers, in an effort to either retain or improve on their respective marketshares, are expected to offer a new bevy of services and features to either maintain their current customers or entice new ones away from their present carriers.

These new offerings are expected to include, most importantly, better pricing, but also other sexy features including text messaging, and snazzy hardware platforms and services, among others. The honeymoon period of these next few months will likely be a good time to renegotiate existing or soon-to-expire contracts. However, experts warn that the terms of post-portability contracts are likely to contain severe penalties for late payments or other term violations.

In the short term, it's important to remember that the availability of number portability doesn't invalidate existing contracts. That is, penalties for early contract termination will still apply for customers who try to switch carriers before the end of their existing contracts. The best advice for those who are interested in changing carriers is

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to check on the date that the existing contract expires, because a premature switch, no matter how enticing the offer, may carry some seriously expensive penalties. In addition, switching carriers will not enable a customer to dodge current or disputed bills.

The Cellular Telecommunications & Internet Association (CTIA), which argued vociferously against wireless portability until the last possible minute, has accepted defeat on this issue and has posted a Halloween-themed list of useful items for wireless consumers anticipating of switching carriers. This list can be found at <http://www.wow-com.com/articles.cfm?ID=1328>. While the CTIA membership roster includes the biggest players in the wireless industry who have opposed number portability because of the technical and expense issues that it creates, the organization, which has been a very effective lobbying voice in Washington on behalf of these large providers, is to be applauded for providing such useful information to consumers who may not be well-informed on this issue.

Recently, when I reviewed a wireless contract for a large corporate user, I noticed some language that I had not seen before. The new agreement provided, in its "boilerplate" form, that the assigned telephone number was the sole property of the carrier and could not be transferred for any reason at any time. This, to me, is an attempt by a worried carrier to thwart number portability by its existing customer base.

While similar clauses have been in carrier contracts for years (before the time when number portability was even considered an issue), carriers have recently agreed to modify such language to allow portability. A carrier agreement that states that the customer doesn't own a number is very different from one that says that the number is the sole property of the carrier. This is a critical distinction.

In this case, the carrier opted to tighten its language in an effort to prevent its customers from ever taking their numbers with them. Fortunately, most carriers have opted to accommodate future number porting by customers. However, as always, it remains critical that an interested consumer read the small print on the existing agreement before contemplating — let alone making — a change.

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