

June 8, 2022

**VIA ECFS**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
45 L Street NE  
Washington, DC 20554

**REQUEST FOR CONFIDENTIAL  
TREATMENT**

Re: *CSC Voice, LLC's Application for Authorization to Obtain Numbering Resources & Request for Confidential Treatment, WC Docket No. 22-\_\_\_\_\_*

Dear Ms. Dortch:

CSC Voice, LLC ("CSC Voice") encloses for filing its Application to Obtain Numbering Resources ("Application") and corresponding Confidential Exhibit A, an agreement between CSC Voice, LLC's parent CSC Holdings, LLC and the commercial vendor from which it will obtain interconnection services for VoIP traffic (Confidential Exhibit A or "Service Agreement").<sup>1</sup> The Application and Service Agreement are sent to you for filing pursuant to Section 52.15(g)(3)(i) of the Commission's Rules.

CSC Voice respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules, 47 C.F.R. §§ 0.457 and 0.459, the Commission withhold from public inspection and accord confidential treatment to the Service Agreement. The document contains trade secrets and commercial, technical, and financial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").<sup>2</sup>

Exemption 4 of FOIA provides that the public disclosure requirement of the statute "does not apply to matters that are ... (4) trade secrets and commercial or financial information obtained from a person and privileged or confidential."<sup>3</sup> CSC Voice is voluntarily providing this trade secret and commercial and financial information "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under Exemption 4 of FOIA.<sup>4</sup> Moreover, CSC Voice would suffer substantial competitive harm if the Service Agreement was disclosed.<sup>5</sup> Confidential Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT – NOT FOR PUBLIC INSPECTION."

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<sup>1</sup> Confidential Exhibit A contains an original service agreement, an addendum thereto, and a recent letter from the vendor confirming the locations covered by the agreement.

<sup>2</sup> 5 U.S.C. § 552(b)(4).

<sup>3</sup> *Id.*

<sup>4</sup> See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>5</sup> See *National Parks & Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

In support of this request and pursuant to Section 0.459(b) of the Commission's rules,<sup>6</sup> CSC Voice hereby states as follows:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT<sup>7</sup>**

CSC Voice seeks confidential treatment of the Service Agreement, submitted with the Application as Confidential Exhibit A.

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION<sup>8</sup>**

The Service Agreement is being submitted to the Commission as proof of CSC Voice's facilities readiness, as required by Section 52.15(g)(3)(i)(D) of the Commission's rules.

**3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED<sup>9</sup>**

The information for which CSC Voice seeks confidential treatment contains sensitive commercial, financial, and technical information as described in Section 0.457(d) of the Commission's rules.<sup>10</sup> The Service Agreement contains trade secrets and proprietary commercial and technical information relating to the manner in which CSC Voice and its carrier partner conduct network operations.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION<sup>11</sup>**

The Service Agreement provides detailed information relating to commercial and operational matters that could be used by competitors to the disadvantage of CSC Voice. Disclosure of CSC Voice's confidential information would cause substantial competitive harm.

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM<sup>12</sup>**

Competitors could use the information in the Service Agreement to CSC Voice's detriment as they would gain access to sensitive and proprietary information about how CSC Voice provides

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<sup>6</sup> 47 C.F.R. § 0.459(b).

<sup>7</sup> 47 C.F.R. § 0.459(b)(1).

<sup>8</sup> 47 C.F.R. § 0.459(b)(2).

<sup>9</sup> 47 C.F.R. § 0.459(b)(3).

<sup>10</sup> 47 C.F.R. § 0.457(d).

<sup>11</sup> 47 C.F.R. § 0.459(b)(4).

<sup>12</sup> 47 C.F.R. § 0.459(b)(5).

services, as well as about CSC Voice's commercial agreements with others that are not ordinarily disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE<sup>13</sup>**

CSC Voice has made the substance of the Service Agreement and the identity of its carrier partner known only to those employees who have a need to know the subject matter, and those employees are aware of the confidential and sensitive nature of the information. The Service Agreement has not been disclosed by CSC Voice to any non-signatories outside CSC Voice except pursuant to appropriate confidentiality agreements.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES<sup>14</sup>**

CSC Voice has not previously disclosed the Service Agreement.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE<sup>15</sup>**

CSC Voice requests that the Service Agreement be treated as confidential for a period of ten years. This period is necessary due to the sensitive nature of the information in the Service Agreement.

**9. OTHER INFORMATION THAT CSC VOICE BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED<sup>16</sup>**

Under applicable Commission and federal court precedent, the information provided by CSC Voice on a confidential basis should be shielded from public disclosure. Exemption 4 of FOIA shields information that is: (1) commercial or financial in nature; (2) obtained from a person outside government; and (3) privileged or confidential. The commercial and financial information in question clearly satisfies this test.

For the foregoing reasons, CSC Voice respectfully requests the Service Agreement be granted confidential status and withheld from public inspection.

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<sup>13</sup> 47 C.F.R. § 0.459(b)(6).

<sup>14</sup> 47 C.F.R. § 0.459(b)(7).

<sup>15</sup> 47 C.F.R. § 0.459(b)(8).

<sup>16</sup> 47 C.F.R. § 0.459(b)(9).

Any questions you may have regarding this filing should be directed to my attention at the contact information in the signature block below. Thank you for your assistance in this matter.

Respectfully submitted,

/s/ Cristina Chou

Cristina Chou  
Vice President, Federal Affairs  
Altice USA, Inc.  
1111 Stewart Avenue  
Bethpage, NY 11714  
Cristina.Chou@AlticeUSA.com

Enclosure (Redacted)

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

<i>In the Matter of</i>	)	
	)	
CSC Voice, LLC	)	
Application for Authorization to Obtain	)	WC Docket No. 22-_____
Numbering Resources Pursuant to Section	)	
52.15(g) of the Commission's Rules	)	

**APPLICATION OF CSC VOICE, LLC FOR AUTHORIZATION TO OBTAIN  
NUMBERING RESOURCES**

CSC Voice, LLC ("CSC Voice"), an interconnected VoIP provider and affiliate of Altice USA, Inc. ("Altice") that plans to begin offering interconnected VoIP service, files this application with the Federal Communications Commission for authorization to acquire telephone numbers directly from the North American Numbering Plan Administrator and the Pooling Administrator ("Numbering Administrators") pursuant to Section 52.15(g)(3) of the Commission's rules. An interconnected VoIP provider may obtain number resources from the Numbering Administrators upon showing that it is authorized to provide service in the area for which the numbering resources are requested.<sup>1</sup> Such authorization may be obtained upon application to the Commission containing the information in Section 52.15(g)(3)(i) of the Commission's Rules.<sup>2</sup> CSC Voice hereby provides that information and requests that the Commission grant the authorization.

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)**

**a) Section 52.15(g)(3)(i)(A)**

Name:	CSC Voice, LLC
Address:	c/o Altice USA, Inc. One Court Square Long Island City, NY 11101

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<sup>1</sup> 47 C.F.R. § 52.15(g)(2).

<sup>2</sup> 47 C.F.R. § 52.15(g)(3).

Qualified Personnel: Cristina Chou  
Jacqueline Clary  
Email: Cristina.Chou@AlticeUSA.com  
Jacqueline.Clary@AlticeUSA.com

**b) Section 52.15(g)(3)(i)(B)**

CSC Voice hereby acknowledges that authorization to obtain numbering resources under Section 52.15(g) of the Commission's Rules is subject to compliance with applicable Commission rules, numbering authority delegated to the states, and industry guidelines and practices regarding numbering as applicable to telecommunications carriers.

**c) Section 52.15(g)(3)(i)(C)**

CSC Voice hereby acknowledges that it must file requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators. CSC Voice intends to commence service within the Altice footprint in Connecticut, New Jersey, and New York, and will initially seek numbering resources from the relevant state commissions in those states.<sup>3</sup>

**d) Section 52.15(g)(3)(i)(D)**

CSC Voice hereby sets forth its capability to provide service within 60 days of the numbering activation date. CSC Voice is an indirect subsidiary of Altice. Altice currently provides, through subsidiaries, interconnected VoIP service to over two million customers across its footprint in 21 states. As noted above, CSC Voice intends to initially begin offering service within Altice's existing service areas in Connecticut, New Jersey, and New York and will initially request numbering resources in those states (and may expand to other states in Altice's footprint at a later date). CSC Voice will utilize Altice's existing facilities, personnel, and management to

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<sup>3</sup> CSC Voice may expand service to other states in Altice's national footprint. It will file any additional requests for numbers with the relevant state commission(s) at least 30 days before requesting numbers from the Numbering Administrators.

support its provision of those services. Altice has the staff necessary to meet CSC Voice's number porting obligations. In addition to utilizing existing Altice facilities and personnel, CSC Voice will obtain inbound and outbound traffic delivery services from a well-established vendor offering interconnection, traffic exchange, and other services to interconnected VoIP providers. As proof of its facilities readiness, CSC Voice has attached the relevant pages of its Service Agreement with this vendor as **Confidential Exhibit A**.

**e) Section 52.15(g)(3)(i)(E)**

Altice, CSC Voice's parent, is familiar with and complies with governing the provision of interconnected VoIP services to its customers. CSC Voice certifies that it will comply with its Universal Service Fund contribution obligations under 47 C.F.R. part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 C.F.R. § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 C.F.R. §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 C.F.R. § 1.1154, and its 911 obligations under 47 C.F.R. part 9.

**f) Section 52.15(g)(3)(i)(F)**

CSC Voice certifies that it possesses the financial, managerial, and technical expertise to provide reliable service. CSC Voice will be managed by Altice, which has extensive experience and capabilities offering interconnected VoIP services, and provides such services to over two million residential customers today. Altice's pertinent operational, technical, and financial management personnel include:<sup>4</sup>

- Dexter Goei, Chief Executive Officer
- Pragash Pillai, Executive Vice President, Chief Technology and Information Officer

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<sup>4</sup> A complete list of Altice leadership and their biographies can be found at <https://www.alticeusa.com/leadership>.

- Michael Grau, Chief Financial Officer
- Matt Grover, Executive Vice President, Consumer and Business Services

CSC Voice states that none of the identified personnel is being or has been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

**g) Section 52.15(g)(3)(i)(G)**

CSC Voice hereby certifies that no party to this application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

**II. ACKNOWLEDGMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), CSC Voice will maintain the accuracy of all contact information and certifications in the application and will file a correction with the Commission and each applicable state within 30 days of any changes. CSC Voice will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

**III. CONCLUSION**

Pursuant to Section 52.15(g)(3)(i) of the Commission's rules, CSC Voice respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Date: June 8, 2022

Respectfully submitted,

/s/ Cristina Chou

Cristina Chou  
Vice President, Federal Affairs  
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# Exhibit A

**Exhibit A has been filed confidentially.**