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Via FedEx and ECFS

REQUEST FOR CONFIDENTIAL TREATMENT

September 9, 2020

Marlene H. Dortch
Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, Md., 20701

Re: IP Networked Services, Inc., Application for Numbering Authorization,
WC Docket No. _____

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules,¹ IP Networked Services, Inc. ("IPNS") respectfully submits the attached application for authorization to obtain numbering resources ("Application"), together with corresponding Confidential Exhibit A, an agreement between IPNS and its carrier partner ("Exhibit A").

Because this filing contains confidential information, a public version is being filed electronically via ECFS and the confidential version is being delivered via FedEx. IPNS respectfully requests that, pursuant to Sections 0.457 and 0.459 of the Commission's rules,² the Commission withhold from public inspection, and grant confidential treatment to, Exhibit A.

Exhibit A contains trade secrets and commercial, technical, and financial information that fall within Exemption 4 of the Freedom of Information Act ("FOIA").³ 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."⁴ The information contained in Exhibit A constitutes trade secret and commercial and financial information, which is "of a kind that would not customarily be released to the public."⁵ In addition, IPNS treats Exhibit A as private, and provides it to the Commission with the understanding that the Commission will likewise treat it as private.⁶

In support of this request and pursuant to 47 C.F.R. § 0.459(b), IPNS hereby states as follows:

¹ 47 C.F.R. § 52.15(g)(3).

² 47 C.F.R. §§ 0.457; 0.459.

³ 5 U.S.C. § 552(b)(4).

⁴ *Id.*

⁵ See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

⁶ See *Food Mktg. Inst. v. Argus Leader Media*, 139 S. Ct. 2356, 2366 (2019) ("At least where commercial or financial information is both customarily and actually treated as private by its owner and provided to the government under an assurance of privacy, the information is 'confidential' within the meaning of Exemption 4.")

1. Identification of Specific Information for Which Confidential Treatment Is Sought (47 C.F.R. § 0.459(b)(1))

IPNS seeks confidential treatment of Exhibit A submitted with the Application. These documents contain the following header: “Confidential Treatment Requested—Not for Public Disclosure.”

2. Description of Circumstances Giving Rise to the Submission (47 C.F.R. § 0.459(b)(2))

IPNS is submitting Exhibit A, an agreement between IPNS and its carrier partner, as proof of 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 (47 C.F.R. § 0.459(b)(3))

The information contained in Exhibit A relates to the manner in which IPNS and its carrier partner conduct network operations. This information constitutes sensitive commercial, financial, and technical information “which would customarily be guarded from competitors.”⁷

4. Explanation of the Degree to Which the Information Concerns a Service that Is Subject to Competition (47 C.F.R. § 0.459(b)(4))

Exhibit A contains information pertaining to the provision of interconnected Voice over Internet Protocol (“VoIP”) service. The market for VoIP service is highly competitive.

5. Explanation of How Disclosure of the Information Could Result in Substantial Competitive Harm (47 C.F.R. § 0.459(b)(5))

Exhibit A contains detailed information relating to operations matters that could be used by competitors to IPNS’s detriment. Disclosure of that information would thereby cause substantial competitive harm.⁸

6. Identification of Any Measures Taken by the Submitting Party to Prevent Unauthorized Disclosure (47 C.F.R. § 0.459(b)(6))

IPNS has made the substance of Exhibit A 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.

7. Identification of Whether the Information Is Available to the Public and the Extent of Any Previous Disclosure of the Information to Third Parties (47 C.F.R. § 0.459(b)(7))

IPNS has not publicly disclosed the contents of Exhibit A, and has not previously disclosed Exhibit A to third parties.

⁷ 47 C.F.R. § 0.457.

⁸ See *Nat’l Parks and Conservation Ass’n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

8. Justification of Period During Which the Submitting Party Asserts that Material Should Not Be Available for Public Disclosure (47 C.F.R. § 0.459(b)(8))

IPNS requests that Exhibit A be treated as confidential for a period of ten years. This length of time is necessary due to the sensitive nature of Exhibit A.

Please direct any questions regarding the subject of this letter to my attention.

Sincerely,

/s/ Mark W. Brennan

Mark W. Brennan
Partner
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Counsel to IP Networked Services, Inc.

cc: Jordan Reth
Michelle Sclater
Margoux Brown

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

In the Matter of)	
)	
IP Networked Services, Inc.)	WC Docket No. _____
)	
Application for Authorization to Obtain)	
Numbering Resources Pursuant to Section)	
52.15(g)(3)(i) of the Commission's Rules)	

**APPLICATION OF IP NETWORKED SERVICES, INC. FOR AUTHORIZATION TO
OBTAIN NUMBERING RESOURCES**

IP Networked Services, Inc. ("IPNS"), pursuant to Section 52.15(g)(3)(i) of the Federal Communications Commission's ("FCC" or "Commission") rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission's *2015 Numbering Order*,¹ an interconnected VoIP provider may obtain numbering resources from the Numbering Administrator upon a showing that it is authorized to provide service in the area for which the numbering resources are requested. Such authorization may be obtained upon an application to the Commission containing the information detailed in Section 52.15(g)(3)(i)(A)-(G) of the Commission's rules. IPNS hereby requests that the Commission grant it that authorization.

In support of this application, IPNS provides the following information:

I. INFORMATION REQUIRED BY SECTION 52.15(G)(3)(I)

A. § 52.15(g)(3)(i)(A)

Name: IP Networked Services, Inc.
Address: 1950 Hassell Road

¹ *Numbering Policies for Modern Communications, et al.*, WC Docket No. 13-97, *et al.*, Report and Order, FCC 15-70 (rel. June 22, 2015) (*2015 Numbering Order*).

City: Hoffman Estates
State: Illinois
ZIP Code: 60169
Telephone: 847-485-4686

Contact for Regulatory Requirements, FCC Compliance, 911, and Law Enforcement:

Name: James Kinzer
Address: 1950 Hassell Road
City: Hoffman Estates
State: Illinois
ZIP Code: 60169
E-mail: james.kinzer@cdk.com
Telephone: 847-485-4686

B. § 52.15(g)(3)(i)(B)

IPNS 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 numbering rules as well as to the numbering authority delegated to the states. IPNS hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. The numbering resources that are the subject of this Application include resources for the state of Illinois.

C. § 52.15(g)(3)(i)(C)

IPNS 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.

D. § 52.15(g)(3)(i)(D)

IPNS hereby sets forth its capability to provide service within 60 days of the numbering resources activation date.

IPNS has an agreement in place with a carrier partner that in turn has an interconnection agreement in effect with a relevant local exchange carrier; IPNS likewise has the staff necessary

to meet its number porting obligations. As proof of its facilities' readiness, IPNS has attached to this Application, as Confidential Exhibit A, relevant pages of an agreement between IPNS and its carrier partner and, as Exhibit B, relevant pages of an interconnection agreement between that carrier partner and a local exchange carrier.²

E. § 52.15(g)(3)(i)(E)

IPNS hereby certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17 and 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154, and its 911 obligations under 47 CFR part 9.

F. § 52.15(g)(3)(i)(F)

IPNS certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, led by a strong, experienced management team with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable numbering services. IPNS's key management and technical personnel are listed below. None of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

Key Personnel:³

Chief Executive Officer – Brian Krzanich

² Additional information pertaining to the interconnection agreement found in Exhibit B can be found at the Illinois Commerce Commission's website for case 05-0177, available at <https://bit.ly/3jFa1zY>.

³ IPNS is a subsidiary of CDK Global, LLC. As a result, the individuals included here are listed in their capacity as part of the CDK Global, LLC leadership team.

Executive Vice President, Chief Product and Technology Officer, and acting Chief Information Officer – Mahesh Shah

Executive Vice President and Chief Financial Officer – Joe Tautges

G. § 52.15(g)(3)(i)(G)

IPNS 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. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)

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

III. CONCLUSION

For the foregoing reasons and pursuant to Section 52.15(g)(3)(i) of the Commission's rules, IPNS respectfully requests that the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

/s/ Mark W. Brennan

Mark W. Brennan

Joe Cohen

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mark.brennan@hoganlovells.com

Counsel to IP Networked Services, Inc.

September 9, 2020

Exhibit A

**AGREEMENT BETWEEN IP NETWORKED SERVICES, INC. AND
CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

INTERCONNECTION AGREEMENT BY AND BETWEEN
CARRIER PARTNER AND ILLINOIS BELL TELEPHONE
COMPANY D/B/A SBC ILLINOIS

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and among

**ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY D/B/A SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A SBC
CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A SBC ARKANSAS,
SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS,
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN**

and

LEVEL 3 COMMUNICATIONS, LLC

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc. owned ILEC's **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, **Level 3 Communications, LLC** ("**LEVEL 3**"), (a Delaware corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to End-Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, **LEVEL 3** intends to operate where **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin** are the incumbent Local Exchange Carrier(s) and **LEVEL 3**, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

- 4.13 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.14 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 This Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2006. Absent the receipt by one Party of written notice from the other Party at least within one hundred and eighty (180) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party 's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, **LEVEL 3** shall have ten (10) days to provide **SBC-13STATE** written confirmation if **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. **LEVEL 3** shall identify the action to be taken on each applicable (13) state(s). If **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE**, **LEVEL 3** shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of **LEVEL 3**'s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date of termination of this Agreement pursuant to Sections 5.2 and 5.4.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), **LEVEL 3** withdraws its Section 252(a)(1) request, **LEVEL 3** must include in its notice of withdrawal a

request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that **LEVEL 3** does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date **LEVEL 3** provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following **SBC-13STATE**'s receipt of **LEVEL 3**'s notice of withdrawal of its Section 252(a)(1) request, unless **LEVEL 3** provided **SBC-13STATE** notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

- 5.9 If **LEVEL 3** does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of **SBC-13STATE**'s notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date **LEVEL 3** provided or received notice of expiration or termination. On the ninety-first (91) day following **LEVEL 3** provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and **LEVEL 3** shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that **LEVEL 3** shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End-Users have been transitioned to a new LEC by the expiration date, termination date of this Agreement.

6. FRAUD

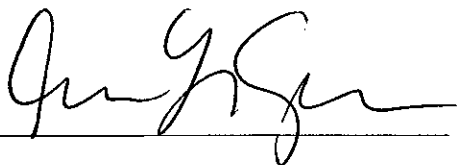
- 6.1 **SBC-13STATE** shall not be liable to **LEVEL 3** for any fraud associated with **LEVEL 3**'s End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). **LEVEL 3** shall not be liable to **SBC-13STATE** for any fraud associated with **SBC-13STATE**'s End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End-Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-

SBC-13STATE AgreementSignatures

Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan
Bell Telephone Company d/b/a SBC
Michigan, Nevada Bell Telephone Company
d/b/a SBC Nevada, The Ohio Bell Telephone
Company d/b/a SBC Ohio, Pacific Bell
Telephone Company d/b/a SBC California,
The Southern New England Telephone
Company d/b/a SBC Connecticut and
Southwestern Bell Telephone, L.P. d/b/a
SBC Arkansas, SBC Kansas, SBC Missouri,
SBC Oklahoma and/or SBC Texas, and
Wisconsin Bell, Inc. d/b/a SBC Wisconsin
by SBC Operations, Inc., its authorized
agent

Signature: _____

Name: Andrea GavalasTitle: Vice President Interconnection ServicesDate: February 17, 2005AECN/OCN# 8824, 6115 (IL) 9, 11
(Facility Based – if applicable)

Signature: _____

Name: Mike AuinbauhTitle: AVP-Local Interconnection Marketing

Date: _____

FEB 22 2005