

October 26, 2020
Via ECFS Filing

REDACTED FOR PUBLIC INSPECTION

Secretary, Federal Communications Commission
Washington, DC 20554
Attn: Wireline Competition Bureau

RE: Request for Confidential Treatment of Filing of LiveVox, Inc.; ***Application of LiveVox, Inc. for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-***

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, LiveVox, Inc. ("LiveVox") hereby submits its application requesting authorization to obtain numbering resources.

LiveVox 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 **Exhibit A** to the application because that document contains sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA").¹ LiveVox is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA². Moreover, LiveVox would suffer substantial competitive harm if this information were disclosed.³

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT - NOT FOR PUBLIC INSPECTION."

¹ 5 U.S.C. § 552(b)(4).

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

³ See *National Parks and 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 rules⁴, LiveVox hereby states as follows:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.⁵

LiveVox seeks confidential treatment of Exhibit A to the enclosed application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.⁶

LiveVox is submitting as Exhibit A the agreement between it and its carrier partner, as proof of LiveVox'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.⁷

The information for which LiveVox seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"⁸. Exhibit A describes the agreement between LiveVox and its carrier partner and contains proprietary commercial information concerning LiveVox's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNs A SERVICE THAT IS SUBJECT TO COMPETITION.⁹

Exhibit A contains information relating to commercial matters that could be used by competitors to LiveVox's disadvantage. LiveVox has numerous competitors in the Voice over Internet Protocol ("VoIP") services sector in which it operates. Detailed operations and commercial information of the type provided by LiveVox could compromise LiveVox's position in this highly competitive industry. Release would therefore result in substantial competitive harm to LiveVox.

⁴ 47 C.F.R. § 0.459(b).

⁵ 47 C.F.R. § 0.459(b)(1).

⁶ 47 C.F.R. § 0.459(b)(2).

⁷ 47 C.F.R. § 0.459(b)(3).

⁸ 47 C.F.R. § 0.457(d)(2).

⁹ 47 C.F.R. § 0.459(b)(4).

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹⁰

Competitors could use LiveVox's proprietary commercial and operational information to LiveVox's detriment as they would gain access to sensitive information about how LiveVox provides services as well as about LiveVox's commercial agreements with others in the market that are not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.¹¹

LiveVox has not distributed the information in Exhibit A to the public.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.¹²

LiveVox has not previously disclosed the information in Exhibit A.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.¹³

LiveVox requests that Exhibit A be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in Exhibit A.

¹⁰ 47 C.P.R. § 0.459(b)(5).

¹¹ 47 C.P.R. § 0.459(b)(6).

¹² 47 C.F.R. § 0.459(b)(7).

¹³ 47 C.F.R. § 0.459(b)(8).

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9. OTHER INFORMATION THAT LIVEVOX BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.¹⁴

The information concerns LiveVox's proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Sharon R. Warren

Sharon R. Warren
Consultant

tms: FCx2001

SW/mp

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

In the Matter of)
LiveVox, Inc.)
Application For Authorization to Obtain) WC Docket No. 20-_____
Numbering Resources Pursuant to Section)
52.15(g) of the Commission's Rules)

**APPLICATION OF LIVEVOX, INC. FOR
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

LiveVox, Inc. (“LiveVox” or “Company”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources as described below.

Under the Commission’s *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. LiveVox hereby requests the Commission grant it that authorization. In support of this application, LiveVox provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Name: LiveVox, Inc.
Address: 655 Montgomery Street
Suite 1000
City: San Francisco
State: CA
ZIP Code: 94111
Telephone: 415-671-6000

¹ *Numbering Policies for Modern Communications*, FCC 15-70 (rel. June 22, 2015).

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

Name: Larry Siegel
Address: 655 Montgomery Street
Suite 1000
City: San Francisco
State: CA
ZIP Code: 94111
Telephone: 917-742-2176
Facsimile: 415-675-1499

B. § 52.15(g)(3)(i)(B)

LiveVox 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. The Company hereby also acknowledges that grant of the authorization sought by this application 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 will be used to provide interconnected VoIP services initially in Florida, however, the Company anticipates that it will provide VoIP services nationwide, and accordingly, will request numbers from other states in turn after its initial request in Florida. Accordingly, to the extent required, LiveVox requests the Commission grant it authority to obtain numbering resources in all states.

C. § 52.15(g)(3)(i)(C)

LiveVox hereby acknowledges that it must file requests for numbers with the relevant state commissions at least (30) days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

LiveVox submits that it is capable of providing service within (60) days of the numbering resources activation date in accordance with Commission Rule Section 52.15(g)(2)² because of the existing inventory of numbers that will be natively ported by current administrative staff. LiveVox is an interconnected VoIP provider that intends to initially provide VoIP services in the state of Florida utilizing the facilities of its CLEC partner with which it has an agreement in place for routing traffic to the PSTN. The Company has entered into an Interconnection Agreement with a CLEC partner to provide interconnection to the PSTN for routing its VoIP traffic to ILECs. A copy of this agreement is attached as *Exhibit A* to this Application. LiveVox respectfully requests this agreement be accorded confidential treatment, pursuant to §0.459 of the Commission's rules.³ Pursuant to this agreement, the CLEC partner will host the Company's numbers on its switches and provide connectivity to the PSTN for inbound calls to LiveVox numbers. As *Exhibit B*, LiveVox provides a current interconnection agreement between its carrier partner and an incumbent local exchange carrier ("ILEC").

LiveVox's focus is on business IP communications. The company has developed a network and software service that is feature rich, stable, and scalable from the ground up. The Company serves all business sizes, from large global companies to enterprise and small businesses. The Company has highly skilled, technical employees on staff to ensure the Company will be able to provide service within the 60-day timeframe.

E. § 52.15(g)(3)(i)(E)

LiveVox 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

² 47 C.F.R. §52.15(g)(2).

³ 47 C.F.R. §0.459. The agreement contains trade secret information that is not publicly available, the disclosure of which would cause economic harm to LiveVox.

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)

LiveVox hereby 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 services. LiveVox'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:

- CEO: Louis Summe
- EVP of Product Development: Larry Siegel
- EVP Worldwide Sales and Business Operations: Erik Fowler
- SVP Technical Operations: Randy Nelson

G. § 52.15(g)(3)(i)(G)

LiveVox 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), LiveVox will maintain the accuracy of all contact information and certifications in this Application and will file a correction with the Commission and each applicable state within 30 days of any changes. LiveVox 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, LiveVox, Inc. respectfully requests the Commission grant this Application for authorization to obtain numbering resources directly from the Numbering Administrators.

Respectfully submitted,

/s/ Sharon R. Warren
Sharon R. Warren, Consultant
Inteserra Consulting Group, Inc.
151 Southhall Lane, Suite 450
Maitland, FL 32751

Submitted on October 26, 2020

Exhibit A

**AGREEMENT BETWEEN LIVEVOX, INC. AND
CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

**AGREEMENT BY AND BETWEEN ONVOY, LLC
AND
FRONTIER FLORIDA LLC**

**AMENDED, EXTENDED AND RESTATED AGREEMENT FOR
LOCAL INTERCONNECTION**

by and between

ONVOY, LLC

and

FRONTIER FLORIDA LLC

FOR THE STATE OF

FLORIDA

AMENDED, EXTENDED AND RESTATED AGREEMENT

PREFACE

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective as of April 15, 2018 (the "Effective Date"), between Onvoy, LLC ("Onvoy"), a limited liability company organized under the laws of the State of Minnesota, with offices at 10300 6th Avenue North, Plymouth, MN 55441 and Frontier Florida LLC, a limited liability company organized under the laws of the State of Florida ("Frontier") with offices at 401 Merritt 7, Norwalk, CT 06851, (Frontier and Onvoy may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Onvoy hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document and (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Onvoy.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 14, 2020 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Onvoy or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Onvoy or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Onvoy and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Onvoy or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Onvoy nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Traffic Exchange Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 9-1-1 Attachment
- Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 **Audit Cooperation.** In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 **Notices.** All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Frontier:

Frontier Communications
Tax Department
401 Merritt 7
Norwalk, CT 06851

To Onvoy:

Onvoy, LLC
Tax Department
Attention: Connie Loepke
550 West Adams Street, Suite 900
Chicago, Illinois 60661

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Frontier shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Frontier, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Onvoy's ability to provide service using certain technologies. Nothing in this Agreement shall limit Frontier's ability to modify its network through the incorporation of new equipment or software or otherwise. Onvoy shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

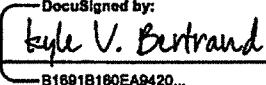
- 43.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Florida. Frontier shall be obligated to provide Services under this Agreement only within this territory.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ONVOY, LLC

FRONTIER FLORIDA LLC

By: 
DocuSigned by:
B1691B160EA9420...

Printed: Kyle V. Bertrand

Title: VP Procurement MGMT and Ntwk Opt.

Date: 4/30/2018

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 5-15-18