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April 27, 2023

VIA ECFS

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

**REQUEST FOR
CONFIDENTIAL TREATMENT**

Re: *Charter IP Enabled Services, LLC, Application for Authorization to Obtain Numbering Resources & Request for Confidential Treatment*
WC Docket No. 23-

Dear Ms. Dortch:

Charter IP Enabled Services, LLC (“Charter”) encloses for filing its Application to Obtain Numbering Resources (“Application”) and corresponding Confidential Exhibit A, an agreement between Charter (through its affiliate, Charter Communications Operating, LLC) and its carrier partner (Confidential Exhibit A or “Carrier Agreement”). The Application and Carrier Agreement are sent to you for filing pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules.

Charter 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 Carrier Agreement. The document contains trade secrets and commercial, technical and financial information that falls within Exemption 4 of the Freedom of Information Act (“FOIA”).¹

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.”² Charter 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.³ Moreover,

¹ 5 U.S.C. § 552(b)(4).

² *Id.*

³ See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

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Charter would suffer substantial competitive harm if the Carrier Agreement was disclosed and if the identity of its carrier partner was disclosed.⁴

In support of this request and pursuant to Section 0.459(b) of the Commission's rules,⁵ Charter hereby states as follows:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT⁶

Charter seeks confidential treatment of the Carrier Agreement, submitted with the Application as Confidential Exhibit A.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION⁷

The Carrier Agreement is being submitted to the Commission 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 PRIVILEGED⁸

The information for which Charter seeks confidential treatment contains sensitive commercial, financial, and technical information as described in Section 0.457(d) of the Commission's rules.⁹ The Carrier Agreement contains trade secrets and proprietary commercial and technical information relating to the manner in which Charter and its carrier partner conduct network operations.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION¹⁰

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

⁴ See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 765 (D.C. Cir. 1974).

⁵ 47 C.F.R. § 0.459(b).

⁶ 47 C.F.R. § 0.459(b)(1).

⁷ 47 C.F.R. § 0.459(b)(2).

⁸ 47 C.F.R. § 0.459(b)(3).

⁹ 47 C.F.R. § 0.457(d).

¹⁰ 47 C.F.R. § 0.459(b)(4).

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5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹¹

Competitors could use the information in the Carrier Agreement to Charter's detriment as they would gain access to sensitive and proprietary information about how Charter provides services as well as about Charter'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 DISCLOSURE¹²

Charter has made the substance of the Carrier 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 Carrier Agreement has not been disclosed by Charter to any non-signatories outside Charter 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 PARTIES¹³

Charter has not previously disclosed the Carrier Agreement.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE¹⁴

Charter requests that the Carrier 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 Carrier Agreement.

9. OTHER INFORMATION THAT CHARTER BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED¹⁵

Under applicable Commission and federal court precedent, the information provided by Charter on a confidential basis should be shielded from public disclosure. Exemption 4 of FOIA

¹¹ 47 C.F.R. § 0.459(b)(5).

¹² 47 C.F.R. § 0.459(b)(6).

¹³ 47 C.F.R. § 0.459(b)(7).

¹⁴ 47 C.F.R. § 0.459(b)(8).

¹⁵ 47 C.F.R. § 0.459(b)(9).

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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.

Respectfully submitted,



Charles A. Hudak

Counsel for Charter IP Enabled Services, LLC

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

**APPLICATION OF CHARTER IP ENABLED SERVICES, LLC FOR
AUTHORIZATION TO
OBTAIN NUMBERING RESOURCES**

Charter IP Enabled Services, LLC (“Charter”), a provider of interconnected voice over Internet protocol (“VoIP”) service, hereby respectfully requests authorization from the Federal Communications Commission (“FCC” or “Commission”) for numbering resources pursuant to Commission rule Section 52.15(g)(3)(i).¹

As set forth in the Commission's *Numbering Order*,² 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 described in Sections 52.15(g)(3)(i)(A)-(G) of the Commission's Rules. Charter requests the Commission grant it such authorization.

Charter provides the following information in support of this application:

¹ 47 C.F.R. § 52.15(g)(3)(i).

² *Numbering Policies for Modern Communications*, 30 FCC Rcd. 6839 (2015).

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1. Company Information (47 C.F.R. § 52.15(g)(3)(i)(A))

Applicant Name, Address, Telephone Number, and Operating Company Number:

Charter IP Enabled Services, LLC
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9856
Website: www.spectrum.com

Contact Information for Issues Related to Regulatory Requirements, Compliance with FCC Rules, 911, and Law Enforcement:

Regulatory and Compliance:

Michael R. Moore
GVP Law – Telephone Regulatory
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9007
Email: Michael.Moore@Charter.com

911:

John Cummings
Director – Telephone Regulatory
Charter Communications, Inc.
4145 S. Falkenburg Road, Suite 7
Riverview, FL 33578
Tel: (813) 302-0002
Email: John.Cummings@Charter.com

Law Enforcement:

Tammy Deloach
Manager – Legal Response Ops Center
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 394-9746
Email: Tammy.Deloach@Charter.com

2. Acknowledgments (47 C.F.R. § 52.15(g)(3)(i)(B)-(C))

Charter acknowledges that: (1) grant of the authorization sought by this application is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines and practices regarding numbering as applicable to telecommunications carriers; and (2) Charter must file requests for numbers with the relevant state commission(s) at least thirty days before requesting numbers from the Numbering Administrators.

3. Service Readiness (47 C.F.R. § 52.15(g)(3)(i)(D))

Charter initially intends to provide service using numbers it obtains directly in the State of Maryland (LATA 242), although Charter ultimately intends to provide such service throughout its footprint.³

Charter is capable of providing service within sixty days of the numbering resources activation date. As proof of its facilities readiness, Charter has attached to this application (1) as Attachment A, an agreement between Charter (through its affiliate, Charter Communications Operating, LLC) and its carrier partner providing that the carrier partner will host Charter numbers on its switches and provide PSTN connectivity, which is the subject of a request for confidential treatment, and (2) as Attachment B, evidence of an interconnection agreement between Charter's carrier partner and a local exchange carrier in the State of Maryland.

4. Certifications (47 C.F.R. § 52.15(g)(3)(i)(E)-(G))

Charter hereby certifies to the following:

- a. Charter complies with its Universal Service Fund contribution obligations under 47 C.F.R. part 54, subpart H; its Telecommunications Relay Service contribution obligations under

³ Charter's footprint includes service areas in the following states: Alabama, California, Colorado, Connecticut, Georgia, Illinois, Louisiana, Massachusetts, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, North Carolina, Nebraska, New Hampshire, Nevada, New York, Oregon, South Carolina, Tennessee, Texas, Virginia, Vermont, Washington, Wisconsin, and Wyoming.

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.

b. Charter possesses the financial, managerial, and technical expertise to provide reliable service. Indeed, Charter has the superior technical qualifications necessary to provide and maintain successful operations within its service area. For example, Charter has the capabilities to efficiently port and place telephone numbers into service and successfully route calls. In particular, the Charter management team's lengthy experience with number porting enables it, along with its carrier partner, to create routing arrangements that seamlessly deliver calls to numbers directly assigned to Charter. Furthermore, Charter's personnel have extensive business and network management experience in communications-related businesses and in serving its targeted customer segments. These individuals lead a team that is highly qualified to manage Charter's operations throughout its service area. The names of Charter's key management and technical personnel follow:

President and Chief Executive Officer:	Christopher Winfrey
President, Product and Technology:	Richard DiGeronimo
EVP, Network Operations:	Magesh Srinivasan
Chief Financial Officer:	Jessica Fischer
EVP, General Counsel & Corporate Secretary:	Richard R. Dykhouse

None of the identified personnel are being or have been investigated by the FCC or any law enforcement or regulatory agency for failure to comply with any law, rule, or order.

c. Pursuant to 47 C.F.R. §§ 1.2001 and 1.2002, no party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.⁴

⁴ See 21 U.S.C. § 862.

5. Acknowledgment (47 C.F.R. § 52.15(g)(3)(iv))

Charter acknowledges that it 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 thirty days of any changes. Charter will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

6. Conclusion

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

Respectfully submitted,

/s/ Michael R. Moore
Michael R. Moore
GVP Law – Telephone Regulatory
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
(314) 394-9007
Email: Michael.Moore@Charter.com

Dated: April 27, 2023

ATTACHMENT A

Agreement Between Charter and Carrier Partner

[CONFIDENTIAL – REDACTED IN ITS ENTIRETY]

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ATTACHMENT B

Agreement Between Carrier Partner and Local Exchange Carrier

INTERCONNECTION AGREEMENT

Dated as of November 1, 2000

by and between

VERIZON MARYLAND INC.,

F/k/a BELL ATLANTIC - MARYLAND, INC.

and

Level 3 Communications, LLC

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is effective as of the 1st day of November, 2000 (the “Effective Date”), by and between Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. (“BA”), a Maryland corporation, and Level 3 Communications, LLC (“Level 3”), a Delaware limited liability company with offices at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 (each of BA and Level 3 being, individually, a “Party” and, collectively, the “Parties”).

WHEREAS the Parties want to interconnect their networks at mutually agreed upon Points of Interconnection to provide Telephone Exchange Services, Switched Exchange Access Services and other Telecommunications Services (all as defined below) to their respective Customers;

WHEREAS Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for Interconnection, unbundled Network Elements and resale service, and the Parties intend that this Agreement meet these requirements;

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 provide other services as required by the Act; and

WHEREAS the Parties substantially completed negotiation of this Agreement (including, without limitation, the network architecture and Intercarrier Compensation provisions herein) prior to June 30, 2000.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Level 3 and BA hereby agree as follows:

Level 3/BELL ATLANTIC Interconnection Agreement for Maryland

operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 Level 3 shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Level 3 shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Level 3 shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by Level 3 or Level 3's agents, representatives, or contractors shall contain a clause stating: "Verizon Maryland Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 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 September 30, 2002 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

22.2 Either Level 3 or BA 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.

22.3 Both Level 3 and BA shall have the right to request negotiation of a new interconnection agreement at any time beginning January 1, 2002. Any such request must be provided to the other Party in writing and shall be deemed a request for negotiation under Section 251 of the Act. If either Level 3 or BA provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Level 3 or BA has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof, this Agreement shall remain in effect during the "interim period" beginning on the proposed date of termination (which date shall not be earlier than

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Level 3/BELL ATLANTIC Interconnection Agreement for Maryland

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of November, 2000.

LEVEL 3 COMMUNICATIONS, LLC

By: KTPaul

Printed: KEVIN T. PAUL

Title: VP Softswitch

Deployment

VERIZON MARYLAND INC.

By: Jeffrey A. Masoner

Printed: JEFFREY A. MASONER

Title: VP INTERCONNECTIONS