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October 28, 2022  
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 MCC Telephony LLC; Application of MCC Telephony LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 22-**

Dear Ms. Dortch,

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,<sup>1</sup> MCC Telephony LLC ("MCC Telephony") hereby submits its Application for Authorization to Obtain Numbering Resources.

MCC Telephony respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,<sup>2</sup> 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").<sup>3</sup> Moreover, MCC Telephony would suffer substantial competitive harm if this information were disclosed.

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

In support of this request, MCC Telephony hereby states the following:

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

MCC Telephony seeks confidential treatment of **Exhibit A** to its Application.

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

MCC Telephony is submitting as **Exhibit A** the agreement between its carrier partner as proof of MCC Telephony's facilities readiness as required by Section 52. 15(g)(3)(i)(D) of the Commission's Rules.

<sup>1</sup> 47 C.F.R. § 52.15(g).

<sup>2</sup> 47 C.F.R. § 0.457 & §0.459.

<sup>3</sup> See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

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

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

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.**

**Exhibit A** contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise MCC Telephony's position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by MCC Telephony could compromise MCC Telephony's position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to MCC Telephony.

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

Competitors could use MCC Telephony's proprietary commercial and operational information to MCC Telephony's detriment as they would gain access to sensitive information concerning MCC Telephony's commercial agreements, as well as information as to how MCC Telephony provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to MCC Telephony's carrier partner. This information is not normally disclosed to the public.

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

MCC Telephony has not distributed the information in **Exhibit A** to the public; MCC Telephony is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

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

MCC Telephony does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

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

MCC Telephony requests that **Exhibit A** be withheld from public disclosure indefinitely. MCC Telephony and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to MCC Telephony's carrier partner regarding of the timing of the disclosure.

**9. OTHER INFORMATION THAT MCC TELEPHONY BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.**

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

For the foregoing reasons, MCC Telephony respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3004 or via email to [nfernandez@inteserra.com](mailto:nfernandez@inteserra.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Nelson Fernandez

Nelson Fernandez  
Advisor

tms: FCCv2201

NF/gs

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

*In the Matter of* )  
 )  
MCC Telephony LLC For Authorization )  
to Obtain Numbering Resources Pursuant ) WC Docket No. 22- \_\_\_\_\_  
to Section 52.15(g) of )  
The Commission's Rules )

**APPLICATION OF MCC TELEPHONY LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

MCC Telephony LLC (“MCC Telephony”) pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering as described below.

Under the Commission’s *Numbering Order*,<sup>1</sup> 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. MCC Telephony hereby requests the Commission grant it that authorization. In support of this application, MCC Telephony provides the following information:

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

**A. § 52.15(g)(3)(i)(A)**

Name: MCC Telephony LLC  
Address: One Mediacom Way  
City: Mediacom Park  
State: New York  
ZIP Code: 10918  
Country: U.S.A.  
Telephone: 845-443-2600  
Website: <https://mediacomcable.com/>

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

Contact for Regulatory Requirements & Compliance:

Name: Anna Sokolin Maimon  
Address: One Mediacom Way  
City: Mediacom Park  
State: NY  
ZIP Code: 10918  
Country: U.S.A.  
Telephone: 845-443-2600  
E-mail Address: [amaimon@mediacomcc.com](mailto:amaimon@mediacomcc.com)

Contact for Law Enforcement:

Name: Noor Efendi  
Address: One Mediacom Way  
City: Mediacom Park  
State: NY  
ZIP Code: 10918  
Country: U.S.A.  
Telephone: 845-443-2600  
E-mail Address: [nefendi@mediacomcc.com](mailto:nefendi@mediacomcc.com)

Contact for 911:

Name: Helen Bertona  
Address: One Mediacom Way  
City: Mediacom Park  
State: NY  
ZIP Code: 10918  
Country: U.S.A.  
Telephone: 845-443-2600  
E-mail Address: [hbertona@mediacomcc.com](mailto:hbertona@mediacomcc.com)

**B. § 52.15(g)(3)(i)(B)**

MCC Telephony 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. MCC Telephony 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 will be used to provide interconnected VoIP services initially in the state of Iowa.

**C. § 52.15(g)(3)(i)(C)**

MCC Telephony 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)**

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

To demonstrate its facilities readiness, MCC Telephony will have the following resources available at its disposal: a fully integrated back-office support system with the ability to schedule and process LNP orders from customers and an experienced provisioning department capable of handling bulk number ports with over 27 years LNP experience. MCC Telephony has an agreement in place with a carrier partner to route traffic to the ILECs. MCC Telephony has attached to this application, as *Exhibit A*, an agreement between MCC Telephony and its carrier partner providing that the carrier partner will host MCC Telephony's numbers on its switches and provide connectivity to the PSTN for inbound calls to MCC Telephony numbers. MCC Telephony has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of an interconnection agreement between MCC Telephony's carrier partner and the local exchange carrier in the state of Iowa.

**E. § 52.15(g)(3)(i)(E)**

MCC Telephony 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)**

MCC Telephony certifies that it has the financial, managerial, and technical expertise to provide reliable service. Since its establishment in 2008, MCC Telephony has enjoyed the robust support of its parent company, Mediacom Communications Corporation (“MCC”). Mediacom Communications Corporation 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. MCC’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:**

Rocco B. Commissio - Chief Executive Officer & Owner  
John Pascarelli - Chief Operating Officer  
Mark Stephan - Chief Financial Officer  
Peter Lyons - Chief Information Officer  
JR Glen Walden - Chief Technical Officer  
Italia Commissio Weinand - Executive Vice President of Human Resources  
Daniel Templin - President of Telephony

**G. § 52.15(g)(3)(i)(G)**

MCC Telephony 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), MCC Telephony 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. MCC Telephony 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, MCC Telephony respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

/s/ Nelson Fernandez  
Nelson Fernandez, Advisor  
Inteserra, Inc.  
(407) 740-3004  
[nfernandez@inteserra.com](mailto:nfernandez@inteserra.com)

and

Daniel Templin - President of Telephony  
MCC Telephony LLC  
One Mediacom Way  
Mediacom Park, NY 10918  
(845) 443-2600

October 28, 2022

**Exhibit A**

**AGREEMENT BETWEEN**  
**MCC TELEPHONY AND CARRIER PARTNER**  
**(Confidential exhibit submitted separately)**

**Exhibit B**  
**(for each state listed)**  
**INTERCONNECTION AGREEMENTS BY AND**  
**BETWEEN CARRIER PARTNER**  
**AND**  
**QWEST CORPORATION**  
**D/B/A CENTURYLINK QC**  
**FOR THE STATE OF IOWA**

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**NEUTRAL TANDEM, INC.**

**FOR THE STATE OF IOWA**

**AGREEMENT NUMBER  
CDS- 100402-0001**

## Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Neutral Tandem, Inc. (CLEC), a Delaware corporation with offices at 1 South Wacker Drive, Suite 200, Chicago, Illinois 60606 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Iowa, for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Intentionally Left Blank.

1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related work or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on July 2, 2013.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

## Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Neutral Tandem, Inc.**



Signature

David Tatak

Name Printed/Typed

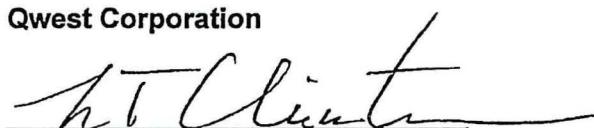
VP – Billing & Revenue Service

Title

4/13/10

Date

**Qwest Corporation**



Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

4/23/10

Date