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Date: February 26, 2025

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

R E : Certification of Compliance with Rule 64.1801

Dear Ms. Dortch: I hereby certify that DayStarr LLC, DBA DayStarr Communications FRN #:
0008616757 complies with the geographic rate averaging and rate integration requirements of Commission Rule 64.1801 (47 C.F.R. § 64.1801).

I hereby verify that I am an officer of DayStarr LLC, and authorized to make this certification on its behalf, and that the foregoing certification is true, complete, and correct to the best of my knowledge. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Signature:
Printed Name: Collin Rose
Title: President

PO Box 698
307 North Ball Street
Owosso, Michigan 48867

Federal Communications Commission

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I, Collin Rose, President of DayStarr LLC, certify that I am an officer of the company named above, and acting as an agent of the company, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules. See 47 C.F.R § 64.2001 *et seq.*

Attached to this certification as Exhibit "A" is an accompanying statement explaining how DayStarr LLC procedures ensure that the company is in compliance with the requirements set forth in Section 64.2001 *et seq.* of the Commission's rules.

Signature: 

Printed Name: Collin Rose

Title: President

PO Box 698
307 North Ball Street
Owosso, Michigan 48867

Annual 47 CFR § 64.2009(e) CPNI Certificate

EB Docket

06-36

Statement Explaining How Operating Procedures Ensure Regulatory Compliance

1. The Company ensures that it is in compliance with the FCC's CPNI regulations. The Company trains its personnel regarding when they are authorized to use CPNI, when they are not authorized to use CPNI, and how to safeguard CPNI. The Company maintains a CPNI Compliance Manual in its offices for purposes of training of new and current employees, and as a reference guide for all CPNI issues. Our CPNI Compliance Manual is updated to account for any changes in law relating to CPNI. The CPNI Manual contains key all essential information and forms to ensure the Company's compliance with CPNI regulations.
 2. The Company has established a system by which the status of a Customer's approval for use of CPNI, as defined in 47 USC 222(h)(1), can be clearly established prior to the use of CPNI. The Company relies on the involvement of its high-level management to ensure that no use of CPNI is made until a full review of applicable law has occurred.
 3. Company personnel make no decisions regarding CPNI without first consulting with management.
 4. The Company has an express disciplinary process in place for personnel who make unauthorized use of CPNI.
 5. The Company's policy is to maintain records of its own sales and marketing campaigns that use CPNI. The Company likewise maintains records of its affiliates' sales and marketing campaigns that use CPNI. The Company also maintains records of all instances where CPNI was disclosed or provided to third parties, or where third parties were allowed access to CPNI. These records include a description of each campaign, the specific CPNI that was used in the campaign, and the products and services that were offered as a part of the campaign. The Company maintains these records in its offices for a minimum of one year.
 6. In deciding whether the contemplated use of the CPNI is proper, management consults one or more of the following: the Company's own compliance manual, the applicable FCC regulations, and, if necessary, legal counsel. The Company's sales personnel must obtain supervisory approval regarding any proposed use of CPNI.
 7. Further, management oversees the use of opt-in, opt-out, or any other approval requirements, or notice requirements (such as notification to the Customer of the right to restrict use of, disclosure of, and access to CPNI), contained in the FCC's regulations. Management also reviews all notices required by the FCC regulations for compliance therewith. Before soliciting for approval of the use of a Customer's CPNI, the Company will notify the Customer of his or her right to restrict use of, disclosure of, and access to, his or her CPNI.

8. The Company maintains records of Customer approval and disapproval for use of CPNI in a readily available location that is consulted on an as-needed basis.

9. The Company trains its personnel for compliance with all FCC requirements for the safeguarding of CPNI, including use of passwords and authentication methods for telephone access, online access, and in-store access to CPNI, and the prevention of access to CPNI (and Call Detail Information in particular) by data brokers or "pre-texters." In-store visits require valid photo identification.

10. The Company, on an ongoing basis, reviews changes in law affecting CPNI, and updates and trains company personnel accordingly.

Explanation of Actions Against Data Brokers

11. The Company has not encountered any circumstances requiring it to take any action against a data broker during the year to which this Certificate pertains.

Summary of all Customer Complaints Received

12. The following is a summary of all customer complaints received in the past year concerning the unauthorized release of CPNI: None.

13. The Company does not at this point have any specific information on the processes pretexters are using to attempt to access its Customer's CPNI.

The company represents and warrants that this certification is consistent with 47 CFR 1.17, which requires truthful and accurate statements to the Commission. The company also acknowledges that false statements and misrepresentations to the Commission are punishable under Title 18 of the U.S. Code and may subject it to enforcement action.

Date: 02/25/2025

Caitlin Brewer

[Signature of an officer, as agent of the carrier]

CPNI-B

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CPNI Template Submission

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**Annual 47 C.F.R. § 64.2009(e) CPNI Certification Template
EB Docket 06-36**

Submission Confirmation Number: 59914801

Annual 64.2009(e) CPNI Certification for 2025 covering the prior calendar year: 2024

1. Date filed: Feb 25 2025 5:30PM

2. Name of company(s) covered by this certification: • Daystarr, LLC *dba* DayStarr Communications (823344)

3 Form 499 Filer ID(s): 822344

4. Name of signatory: S&S-374-302-1-xx-1

[Name or Officer Signing Certification], certify that I am an officer of the company named above, and acting as an agent of the company, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules. See 47 C.F.R. § 64.2001 et seq.

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements (including those mandating the adoption of CPNI procedures, training, recordkeeping, and supervisory review) set forth in section 64.2001 *et seq.* of the Commission's rules.

The company [has has not] taken actions (i.e., proceedings instituted or petitions filed by a company at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year. [NOTE: If you reply in the affirmative, please provide an explanation of any actions taken against data brokers.]

The company [has has not] received customer complaints in the past year concerning the unauthorized release of CPNI [NOTE: If you reply in the affirmative, please provide a summary of such complaints. This summary should include number of complaints, broken down by category or complaint, e.g., instances of improper access by employees, instances of improper disclosure to individuals not authorized to receive the information, or instances of improper access to online information by individuals not authorized to view the information.]

The company represents and warrants that the above certification is consistent with 47. C.F.R. § 1.17 which requires truthful and accurate statements to the Commission. The company also acknowledges that false statements and misrepresentations to the Commission are punishable under Title 18 of the U.S. Code and may subject it to enforcement action.

Signed: [ Signature of an officer, as agent of the carrier]

Attachments:

Accompanying Statement explaining CPNI procedures
 Explanation of actions taken against data brokers (if applicable)
 Summary of customer complaints (if applicable)

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 5322)
 TTY: 1-888-TELL-FCC (1-888-835-
 5322)
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CPNI Template Submission Software Version 00.01.04 April 29, 2021

Exhibit B

AGREEMENT BETWEEN DAYSTARR LLC
AND
PEERLESS NETWORK, AN INFOBIP COMPANY

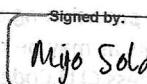
(SUBJECT TO REQUEST FOR CONFIDENTIAL TREATMENT –
NOT FOR PUBLIC INSPECTION.)



Service Order - PSTN Control Service – Interconnected VoIP

This Service Order – PSTN Control Service – Interconnected VoIP is subject to and made a part of the Master Service Agreement (“MSA”) between the customer (“Customer”) identified below and Peerless Network, Inc. (collectively referred to as the “Parties”), and governs the sale and purchase of the Services described below. This Service Order Initial Term is one (1) year from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA. The Effective Date of this Service Order is the last date when the Service Order was signed (“Effective Date”).

The Parties have caused this Service Order to be duly executed by their authorized representatives:

Customer:	DayStarr LLC dba Daystarr Communications	Peerless Network, Inc. and its Affiliates (“Peerless”)
Master Services Agreement (MSA) #: DSTR[250107]-3003416		
Signed by: Signature:  Name: Collin Rose Title: President Date: 09 January 2025	Signed by: Signature:  Name: Mijo Soldin Title: VP Telecom Strategy and Partnerships Date: 10 January 2025	
<small>BBBACDB17A6B4EB...</small>	<small>E5CF743B5BAC45B...</small>	

1. Service Description. Peerless will provide PSTN Control Service to the Customer to originate and terminate traffic to and from the Public Switched Telephone Network (“PSTN”). Service will be configured based upon incumbent LEC requirements, which may include using existing Peerless interconnection facilities or separate facilities dedicated to the Customer. *As a condition of Peerless PSTN Control Service, Customer is required to enter into the Peerless outbound traffic Service Orders as specified below.* In the event Customer chooses to route additional types of traffic, Customer agrees to enter into the appropriate Service Orders as specified below.

2. Customer Responsibilities. Customer acknowledges and agrees that, prior to Service commencement, it is an Interconnected VoIP Provider as defined by the Federal Communications Commission (“FCC”), certified and in good standing at the FCC and in each applicable state and responsible for all applicable regulatory requirements, including but not limited to:

- a) Fulfilling obligations of the incumbent LEC; and
- b) Obtaining or assigning a CLLI code per LATA as defined by Peerless; and
- c) Obtaining all necessary industry identifiers including but not limited to; OCN, ACNA, LNP Service Provider ID (SPID); and
- d) Obtaining an “A” Block NPA-NXX and assigning a Local Routing Number (LRN) from the “A” Block. Central Office Code Assignment Guidelines shall include:
 - i. SW IDENT: Customer CLLI Code
 - ii. ACTUAL SW ID: Peerless Network provided CLLI Code per market; and
- e) Providing the “A” Block NPA-NXX and LRN to Peerless as soon as it is received by the Customer, but no later than seven (7) days after receipt; and
- f) Establishing an AOCN relationship with an AOCN provider for entering and maintaining all appropriate LERG designations; and
- g) Establishing and supporting all local number portability processes; and
- h) Implementing a solution for delivering/accepting all ancillary call types in accordance with all federal, state, and municipal laws, in addition to all Interconnection Agreement requirements. Ancillary call types include, but are not limited to, 911, E911, 311 Operator Services, Directory Assistance, 900, 500, 976 services; and
- i) Establishing at least one one-way outbound trunk group for outbound services and two one-way inbound trunk groups between Customer and Peerless Network for the delivery of inbound local/intraLATA and interLATA traffic. Connections to Peerless Network will be made using Session Initiation Protocol (SIP) using either G.711 and/or G.729 codes unless mutually agreed upon to in writing by both parties; and
- j) Agreeing to enter into, and be bound by the terms and conditions of, the appropriate Service Order(s) (e.g., Voice Termination) in the event Customer chooses to route additional traffic; and
- k) Agreeing to be in compliance with all third party traffic exchange arrangements; and



- I) Acknowledging that service is only available to Customer for use in providing telecommunications or telecommunications-related services to its residential, business, and government end users within the Peerless network or its affiliates' service areas, except where, and only to the extent that, Customer is required to allow for the resale of its local exchange telecommunications services under state or federal law and that service may not be used for termination of "pass through" or transit access traffic if such use results in an arrangement that seeks to avoid the appropriate application of switched access charges; and
 - m) Arranging and bearing all costs of connection to its customers; and
 - n) Submitting all orders to orderentry@peerlessnetwork.com.
- 3. Peerless Responsibilities:** In providing the PSTN Control Service, Peerless acknowledges and agrees that it (or a related subsidiary) will:
- a) Maintain appropriate interconnection facilities to the incumbent local exchange carrier tandem(s), and assist (as needed) in the ordering and provisioning of interconnection facilities with the incumbent LEC; and
 - b) Coordinate any SS7 route sets as may be required for interconnection to the LEC; and
 - c) Provide Customer with Peerless CLLI Codes mentioned above; and
 - d) Route all inbound traffic (local, intraLATA, interLATA, International) received to Peerless Network's tandem both directly or indirectly from another carrier to the Customer.
 - e) Provide EMI records.
 - f) Use commercially reasonable efforts to provision orders within twenty (20) days of receipt from Customer. Orders received after 3:00pm CST will be considered as received the next business day. Orders that are expedited will be assessed a fee of \$500.00 per order.

4. Pricing. The prices for PSTN Control Services are as follows:

PSTN Control Port Monthly Charges	\$0.0014 per minute
PSTN Control per LATA Monthly Charge	\$150 per LATA
Outbound Termination*	Pursuant to the Peerless Network Voice Termination Service Order

* Customer must have valid Service Orders for this traffic.

4.1 Rates are subject to change on thirty (30) days written notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Customer is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice. Unless explicitly stated, any pricing not covered in this Service Order is subject to the Applicable Tariffs covering such services. In addition, Peerless will not act as a billing intermediary or clearinghouse for Customer's billing.

4.2 Peerless may charge applicable tandem switched access rates to a third party for originating and/or terminating traffic to the Customer. If Peerless is charged by a third party for services typically billed to the end office provider (Customer), Peerless will pass through such charges to Customer. Customer acknowledges and agrees that Peerless is not responsible for any charges levied by any third party in connection with such traffic that does not traverse Peerless' network, including intercarrier compensation.

4.3 Customer will not charge Peerless any amounts in connection with any traffic exchanged under this Service Order including terminating and originating switched access fees for traffic utilizing a Peerless CIC Code.

4.4 "Local and IntraLATA Traffic" means calls that, based upon originating and terminating telephone numbers, would be rated as local or IntraLATA according to the state-mandated then current local serving area, including mandatory local calling scope arrangements, or intraMTA traffic terminating to a wireless carrier. A Mandatory Local Calling Scope arrangement is an arrangement that provides End-Users a local calling scope, i.e. Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes, i.e. optional rate packages that permit the End-User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS". Customer will route special services calls, including, but not limited to 311, 411, 611, 976, 500, 700, 900, and 911 calls, via another local exchange carrier or service provider. The service includes only local calling or 1+ calling to the Interexchange



Carrier chosen by the customer for Long Distance Services, or toll free calling.

4.4 Should the Customer provide Peerless proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the Peerless network within thirty (30) days, but in no way should Company take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of Peerless' network.

4.5 Acceptable Use. Parties agree to work cooperatively to address unlawful use in a timely manner. Peerless works cooperatively with the industry, law enforcement, governmental entities, regulatory entities, and other carriers (collectively "Cooperative Parties"), to address issues related to illegality, fraud and abuse. In accordance with laws applicable to Peerless and notwithstanding anything to the contrary in this Agreement, Peerless may disclose Customer's information and such disclosure will not be a violation of this Agreement.

Unlawful Use. Customer will use best efforts to prevent unauthorized, illegal, or fraudulent use of the Services, and shall terminate any unauthorized, illegal, or fraudulent user access and immediately notify Peerless of any such unauthorized, illegal, or fraudulent use, attempted use of, or access to, the Services. Regardless of how Customer becomes aware of unlawful activity, Customer is not relieved of liability related to the offending traffic and will also be responsible for paying third-party fees directly related to the offending traffic. Further, any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by Peerless, and relieves Peerless from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred. *Peerless has no obligation to prevent, monitor, notify, or actively seek facts or circumstances indicating any fraud, abuse or illegal activities.*

Traceback Efforts. Customer warrants that it will participate in any traceback efforts authorized by US Telecom's Traceback Group regarding suspicious robocalls without the need for a subpoena or formal demand. Customer agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Customer received the calls from Customer's End User) or (ii) a transit provider (i.e., Customer received the calls from another voice provider). The response shall also identify the source of the calls.

Penalties. In addition to penalties outlined above, Peerless may, in its sole discretion, take any or all of the following actions to address if it discovers or reasonably suspects any abuse or unlawful activity: (i) take commercially reasonable action on offending numbers in order to minimize misuse; (ii) issue a verbal, e-mail or written warning notifying the Customer of the misuse and the corrective action that must be taken; (iii) suspend, with or without warning, all or part of a Customer's Service and may condition restoration of such Service upon Customer affecting corrective action; and/or (iv) terminate, with or without warning, all or part of Customer's service and may terminate Customer's Agreement. Any unauthorized, illegal, or fraudulent use or misuse of the Services by or through Customer voids all warranties, express or implied, by Peerless, and relieves Peerless from any responsibility for performance under the respective Service Order where fraud, abuse or illegality occurred.

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