



David M. Krueger
71 South Wacker Drive, Suite 1600
Chicago, Illinois 60606-4637
Direct Dial: 216.363.4683
Fax: 216.363.4588
dkrueger@beneschlaw.com

March 10, 2021

Marlene H. Dortch
Director
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: CallShaper, LLC, Application for Authorization to Obtain Numbering Resources & Request for Confidential Treatment, WC Docket No. 19-_____

Dear Ms. Dortch:

CallShaper, LLC (“CallShaper”) hereby encloses for filing its Application to Obtain Numbering Resources (“Application”) and corresponding Confidential Exhibit A, an agreement between CallShaper and its carrier partner (Confidential Exhibit A or “Carrier Agreement”) and Confidential Exhibit B, an interconnection agreement between CallShaper’s carrier partner and an incumbent local exchange carrier (Confidential Exhibit B or “Interconnection Agreement”). The Application, Carrier Agreement, and Interconnection Agreement are sent to you for filing pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules. CallShaper 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 and the Interconnection Agreement.

These documents contain 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 CallShaper 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, CallShaper would suffer substantial competitive harm if the Carrier Agreement was disclosed and if the identity of its carrier partner was disclosed by disclosure of the Interconnection Agreement.⁴

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).

⁴ 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 rules,⁵ CallShaper states as follows:

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

CallShaper seeks confidential treatment of the Carrier Agreement, submitted with the Application as Confidential Exhibit A, and the Interconnection Agreement, submitted with the Application as Confidential Exhibit B.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION⁷

The Carrier Agreement and Interconnection Agreement are 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 CallShaper seeks confidential treatment contains sensitive commercial, financial, and technical information "which would customarily be guarded from competitors."⁹ The Carrier Agreement and Interconnection Agreement contain trade secrets and proprietary commercial and technical information relating to the manner in which CallShaper and its carrier partner conduct network operations.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION¹⁰

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

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

Competitors could use the information in the Carrier Agreement and the Interconnection Agreement to CallShaper's detriment as they would gain access to sensitive and proprietary

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.

¹⁰ 47 C.F.R. § 0.459(b)(4).

¹¹ 47 C.F.R. § 0.459(b)(5).

information about how CallShaper provides services as well as about CallShaper'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

CallShaper has made the substance of the Carrier Agreement and the identity of its carrier partner as disclosed in the Interconnection Agreement 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 and the Interconnection Agreement have not been disclosed by CallShaper to any non-signatories outside CallShaper 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

CallShaper has not previously disclosed the Carrier Agreement or the Interconnection Agreement.

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

CallShaper requests that the Carrier Agreement and the Interconnection 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 and the Interconnection Agreement.

9. OTHER INFORMATION THAT CALLSHAPER 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 CallShaper on a confidential basis should be shielded from public disclosure. Exemption 4 of FOIA 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.

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).

Marlene H. Dortch, FCC
March 10, 2021
Page 4

Very truly yours,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

/s/ David M. Krueger

David M. Krueger

DMK:sma