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May 17, 2024

Via ECFS

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

Re: Request for Confidential Treatment, Application of TDS Broadband Service, LLC for Authority to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules

Dear Ms. Dortch:

Pursuant to section 52.15(g) of the Commission's rules, TDS Broadband Service, LLC ("TDS Broadband Service") hereby submits the enclosed application for authorization to obtain numbering resources and requests confidential treatment of Exhibit A contained within the application. Consistent with sections 0.457 and 0.459 of the Commission's rules,¹ TDS Broadband Service has labeled the relevant exhibit "Confidential — Not for Public Inspection."

TDS Broadband Service respectfully requests confidential treatment for Exhibit A, which contains the interconnect agreement between TDS Broadband Service and its Competitive Local Exchange Carrier ("CLEC") partner. This Exhibit contains commercially sensitive pricing information and proprietary technical information that TDS Broadband Service does not make publicly available in the normal course of business. TDS Broadband Service therefore requests that the interconnect agreement in Exhibit A be withheld from public inspection pursuant to Exemption 4 of the Freedom of Information Act ("FOIA").²

In support of this request, TDS Broadband Service provides the following information, as required by sections 0.457(d)(2) and 0.459(b) of the Commission's rules.³

- 1. Identification of the specific information for which confidential treatment is sought.**
TDS Broadband Service requests that Exhibit A be withheld from public disclosure under 5 U.S.C. § 552(b)(4) and 47 C.F.R. § 0.457(d)(2). This is proprietary and commercially sensitive information concerning the pricing and terms of the agreement between TDS

¹ See 47 CFR §§ 0.457, 0.459.

² See 5 U.S.C. § 552(b)(4); see also 47 CFR § 0.457(d)(2).

³ See 47 CFR §§ 0.457(d)(2), 0.459.

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Broadband Service and its CLEC partner to serve as TDS Broadband Service's access homing tandem and to route local and access traffic (both originating and terminating) to the public switched telephone network ("PSTN").

- 2. Identification of the Commission proceeding in which the information was submitted or a description of the circumstances giving rise to the submission.**
TDS Broadband Services is submitting Exhibit A with its application for numbering resources as proof that it is capable of providing service within sixty days of the numbering resources activation date, pursuant to section 52.15(g)(3)(ii)(H) of the Commission's rules governing such applications.
- 3. Explanation of the degree to which the information is commercial or financial, or contains a trade secret or is privileged.**
The interconnect agreement in Exhibit A contains business confidential pricing and technical terms subject to exemption from public disclosure under FOIA Exemption 4.⁴ The Commission has long held that, for the purposes of Exemption 4, "records are 'commercial' as long as the submitter has a commercial interest in them."⁵
- 4. Explanation of the degree to which the information concerns a service that is subject to competition.**
The interconnected voice over internet protocol (VoIP) market is highly competitive. The commercial information at issue concerns TDS Broadband Service's ability to provide VoIP service by interconnecting with the PSTN, and thus "concerns a service subject to competition."⁶ As such, this information qualifies as sensitive internal business and commercial information entitled to protection under FOIA⁷ and the Commission's rules.⁸
- 5. Explanation of how disclosure of the information could result in substantial competitive harm.**
Release of the confidential information contained in Exhibit A likely would cause competitive harm to TDS Broadband Service. As the U.S. Court of Appeals for the D.C. Circuit has stated, parties do not have to "show actual competitive harm" to justify confidential treatment; rather, "[a]ctual competition and the likelihood of substantial competitive injury" is sufficient to bring commercial information within the realm of

⁴ See 5 U.S.C. § 552(b)(4).

⁵ *Robert J. Butler*, 6 FCC Rcd 5414, 5415 (1991) (citing *Pub. Citizen Rsch. Grp. v. FDA*, 704 F.2d 1280, 1290 (D.C. Cir. 1983) and *Am. Airlines v. Nat'l Mediation Bd.*, 588 F.2d 863, 868 (2d Cir. 1978)).

⁶ 47 CFR § 0.459(b)(4).

⁷ See 5 U.S.C. § 552(b)(4).

⁸ See 47 CFR § 0.457(d)(2).

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confidentiality.”⁹ The VoIP industry is highly competitive, and TDS Broadband Service’s competitors would take advantage of the commercially sensitive pricing and technical information.

6. Identification of any measures taken by the submitting party to prevent unauthorized disclosure.

TDS Broadband Service treats the agreement contained in Exhibit A as confidential and proprietary. It does not publicly disclose this information.

7. Identification of whether the information is available to the public and the extent of any previous disclosure of the information to third parties.

TDS Broadband Service has not publicly disclosed the information for which it is seeking protection.

8. Justification of the period during which the submitting party asserts that material should not be available for public disclosure.

The agreement contained in Exhibit A should never be released for public inspection. The information is commercially sensitive and confidential, and any release would commercially disadvantage TDS Broadband Service.

For the foregoing reasons, TDS Broadband Service respectfully requests that the Commission keep Exhibit A within the enclosed application confidential and withhold it from public inspection.

Please direct any questions regarding this request to the undersigned.

Respectfully submitted,

/s/

Yaron Dori
Counsel for TDS Broadband Service

⁹ *Pub. Citizen Rsch. Grp. v. FDA*, 704 F.2d 1280, 1291 (D.C. Cir. 1983) (quoting *Gulf & W. Indus. v. United States*, 615 F.2d 527, 530 (D.C. Cir. 1979)).

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

In the Matter of) WC Docket No. _____
TDS Broadband Service, LLC)
For Authority to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of)
The Commission's Rules)

**APPLICATION OF TDS BROADBAND SERVICE, LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

TDS Broadband Service, LLC (“TDS Broadband Service”) pursuant to Section 52.15(g)(3)(ii) of the Commission’s rules, respectfully requests authorization to obtain numbering as described below.

TDS Broadband Service is an established interconnected VoIP carrier providing voice and network services to residential and business customers and is authorized to provide service in Colorado, Nevada, New Mexico, Oregon, Texas, and Utah. The Company is owned by parent TDS Telecommunications, LLC which provides 1.2 million connections to high-speed internet, phone, and TV entertainment services in rural and suburban communities across the United States.

Under the Commission’s Numbering Order, 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)(ii)(A)-(N) of the Commission’s Rules. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services in the state of Oregon. TDS Broadband Service is capable of providing service within 60 days of the numbering resources activation date.

TDS Broadband Service has negotiated an Interconnect Agreement with Inteliquent, a Competitive Local Exchange Carrier and subsidiary of Sinch Networks, to serve as TDS Broadband Service’s access homing tandem and to route local and access traffic (both originating and terminating) to the PSTN. TDS Broadband Service will interconnect with and broadcast Inteliquent’s tandem platforms

for the purposes of managing all codes assigned to TDS Broadband Service's OCNs.¹ To further support this application, TDS Broadband Service provides the following additional information:

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

A. § 52.15(g)(3)(ii)(A)

Name: TDS Broadband Service, LLC
Address: 525 Junction Road
City: Madison
State: Wisconsin
ZIP Code: 53717
Country: USA
Telephone: 1-844-322-8834
Website: <https://www.hellotds.com>

Contact for regulatory requirements and compliance with Commission's rules:

Name: Jennifer Heise
Address: 525 Junction Road
City: Madison
State: Wisconsin
ZIP Code: 53717
Country: USA
Telephone: 608-664-4148
E-mail Address: jennifer.heise@tdstelecom.com

Contact for 911 and Law Enforcement:

Name: TDS Telecommunications LLC - Attn: Subpoena compliance
Address: 525 Junction Road
City: Madison
State: Wisconsin
ZIP Code: 53717
Country: USA
Telephone: 608-664-2310

B. § 52.15(g)(3)(ii)(B)

TDS Broadband Service 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, to the numbering authority delegated to the states, and the state laws, regulations, and

¹ OCN # 641H TDS Broadband Service, LLC and Administrative OCN # G048 TDS Telecom (WI)

registration requirements applicable to businesses operating in each state where TDS Broadband Service seeks numbering resources. The Company hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers.

C. § 52.15(g)(3)(ii)(G)

TDS Broadband Service 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)(ii)(H)

TDS Broadband Service hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. An interconnect agreement demonstrating the access to the platform and capability of Inteliquents's network is attached to this application as *Exhibit A*. The Company requests confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of Inteliquent's interconnection to the PSTN through its MSA/ICA with LECs in the state of Oregon.

E. § 52.15(g)(3)(ii)(J)

TDS Broadband Service 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. TDS Broadband Service's FRN is 0022516330 and 499 Filer ID is 829912.

F. § 52.15(g)(3)(ii)(K)

TDS Broadband Service 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 numbering services. The Company's key management and technical personnel are identified in attached ***Exhibit C***. 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, including the Commission's rules applicable to unlawful robocalls or unlawful spoofing.

G. § 52.15(g)(3)(ii)(M)

TDS Broadband Service 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)(x)

As required by Section 52.15(g)(3)(x), TDS Broadband Service will maintain the accuracy of all contact information, certifications, and ownership or affiliation information in this application.

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(ii) of the Commission's Rules, TDS Broadband Service respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

DocuSigned by:


Jennifer R. Heise
DAB65264575D416
Manager - Regulatory Compliance
TDS Broadband Service, LLC
525 Junction Road
Madison, WI 53717
(608) 664-4148
jennifer.heise@tdstelecom.com

May 16, 2024

Exhibit A
AGREEMENT BETWEEN
TDS Broadband Service, LLC and Carrier Partner
(Confidential exhibit submitted separately)

Exhibit B
Sinch and Qwest Communications
INTERCONNECTION AGREEMENT

For the state of Oregon

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 Oregon

April 14, 2010

**Agreement Number
CDS-100414-0001**

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 Oregon**, 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.

Section 5
Terms and Conditions

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 14, 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
Signature Page

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

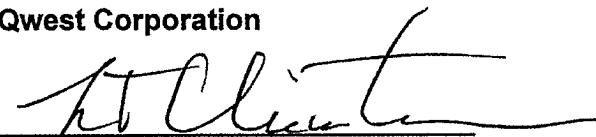
VP – Billing & Revenue Service

Title

4/15/10

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

4/23/10

Date

Exhibit C

Key Management Personnel

Jim Butman **President and Chief Executive Officer**

Jim joined TDS Telecom in 1985 and was appointed President and CEO in 2018.

As president and CEO, Jim places great emphasis on ensuring the company delivers high quality products and services to customers throughout the country. In addition, he takes pride in creating a transparent, diverse, and rewarding work environment for all associates.

During his tenure with TDS Telecom, Jim has held numerous leadership positions including Chief Operating Officer and Group President of Marketing, Sales & Customer Operations. He also served as president of TDS Metrocom, which became a \$250 million business under Jim's leadership.

Jim currently serves on the [TDS Inc. Board of Directors](#), the [UScellular Board of Directors](#), the [Greater Madison Chamber of Commerce Board of Directors](#), [NCTC Board of Directors](#), and the [Safe Harbor Child Advocacy Center Board of Directors](#). He also served on the [INCOMPAS](#) Board of Directors for many years.

Jim earned a Master of Business Administration in Finance from the University of Wisconsin–Madison and a Bachelor of Business Administration in Finance from the University of Wisconsin–Eau Claire.

Shane West **Chief Operating Officer (COO)**

Shane was named Chief Operating Officer in January 2024. In this role, Shane is responsible for TDS Telecom's day-to-day operations—field services, network assurance, facilities, call center operations, consumer and commercial sales, product development, and marketing.

Most recently, Shane was Senior Vice President of Network Operations, where he oversaw the field services and repair teams responsible for all service installations, resolutions, preventative maintenance, and outage restoration efforts for the company's telecom and cable operations. Prior to that role, he served as Senior Vice President of Marketing Sales, and Customer Operations for four years.

Shane has worked in the TDS organization for more than 27 years, having first joined parent company Telephone and Data Systems, Inc. in 1996. In 2001, he came to TDS Telecom from sister company, [UScellular](#). While at UScellular, Shane played a critical role in helping the wireless company launch its first-ever family and unlimited roaming plans.

Shane holds a Bachelor of Business Administration in Finance from the University of Wisconsin–Eau Claire and a Master of Business Administration in Marketing from the University of Wisconsin–La Crosse.

Michelle Brukwicki - Senior Vice President–Finance & Chief Financial Officer

Michelle was named Senior Vice President of Finance and Chief Financial Officer in February 2022. In this role, Michelle leads strategic and long-range planning, financial analysis, accounting, internal controls, billing, revenue assurance, and supply chain services.

Since joining TDS Telecom's parent company, Telephone and Data Systems, in 2007, Michelle has held multiple leadership positions with growing responsibility. Most recently, Michelle served as Vice President of Financial Analysis and Strategic Planning at TDS. In this role, she led enterprise-wide strategic planning, budgeting, and forecasting processes for TDS and its business units.

Michelle earned a Bachelor of Business Administration in Accounting and Finance and a Master of Business Administration from the University of Wisconsin – Madison. She is also a Certified Public Accountant (CPA).

AnnMarie Kreitzer

Senior Vice President of Human Resources & Chief Human Resources Officer

AnnMarie was appointed Senior Vice President of Human Resources and Chief Human Resources Officer in July 2023. In this senior leadership role, she oversees employee relations, safety, compensation, benefits, rewards and recognition, talent acquisition and development, and Diversity, Equity, Inclusion, & Belonging (DEI&B) efforts.

Prior to joining TDS Telecom in 2023, AnnMarie accumulated more than 20 years of experience in human resources management, strong business acumen, and consistently delivered positive business results at several major corporations throughout the U.S., Europe, and Latin America.

AnnMarie earned a Bachelor of Arts in Psychology and Women's and Gender Studies from Ripon College (Wis.), where she also played Division III basketball. She also maintains a Master of Science in Industrial Organizational Psychology from the University of Wisconsin-Oshkosh.

Ken Paker

Senior Vice President of Information and Network Technologies and Chief Technology Officer

Ken was named CTO in 2014 and appointed SVP of Information and Network Technologies in 2018. He has been with the company since 1996.

Ken holds responsibility for the technical direction of the company's network and IT evolution. He oversees the delivery of software and infrastructure projects across diverse, state-of-the-art network technologies, as well as the company's mission-critical IT applications and services. He also directs the planning, engineering, and building of TDS' networks to ensure customers have access to the most reliable internet, phone, and TV services.

Ken holds a Bachelor of Science in Computer Science and Biology from Purdue University, a Master of Science in Computer Science from the University of Southern California, a Master of Business Administration from the University of Wisconsin-Madison, and a Master of Science in Data Science at the University of Wisconsin-Oshkosh. He also serves on the Board of Directors for Access Wisconsin.

Julie Maiers

Senior Vice President of Marketing, Sales, and Customer Operations

As the SVP of Marketing, Sales, and Customer Operations, Julie leads the marketing, product, and sales strategies for the company's telecom, cable, and fiber expansion sectors. In addition, Julie has oversight of the company's customer operations, including the sales and repair contact centers.

Since joining the company in 1998, Julie has progressively taken on roles of increasing responsibility. Most recently, she served as the VP of Marketing and Product Development, where she led the company's fiber expansion projects. Prior to that role, she was the director of Consumer Marketing and successfully spearheaded the company's first out-of-territory fiber overbuild project in

Sun Prairie, Wisconsin. During her tenure, Julie guided TDS' first rollout of high-speed internet service in 2000, managed the launch of TDS TV, and was instrumental in developing the "TDS Fiber" marketing strategy.

In addition to her professional responsibilities, Julie is a board member of the American Heart Association (Madison) and an advisory board member of the University of Wisconsin E-Business Consortium. She also volunteers with Heart to Heart Experiences and serves on the Board of Directors.

Julie earned a Bachelor of Arts degree in Economics from Mundelein College in Illinois, and an MBA from the Kellogg School of Management, Northwestern University.

Andrew (Drew) Petersen

Senior Vice President of Corporate Affairs

Drew joined TDS Telecom in 1997 and was appointed SVP of Corporate Affairs in 2018. In his current role, Drew leads the company's out-of-territory community expansion efforts. He oversees the company's regulatory, legislative, and judicial efforts at the local, state, and national levels. He also works to advance TDS' public policy positions through partnerships with industry-affiliated trade organizations and federal and state policymakers. In addition, Drew supervises the business development, compliance, and legal affairs groups. He manages internal and external communications at TDS, serves as the company's chief corporate spokesperson, and oversees Zolo Media, a TDS Broadcasting company that operates KOHD-TV (ABC Affiliate), KBNZ (CBS Affiliate), COTV11, and CO4 Visitors Network, which offer a wide range of viewing options in Central Oregon.

In addition to his professional responsibilities, Drew currently serves as an executive committee member on the board of directors for America's Communications Association and is a director for Madison-based Park Bank. He is past president of the University of Wisconsin System Board of Regents, a seat he earned through gubernatorial appointment and senate confirmation in 2015. Drew is also the past president of the Wisconsin Technical College System Board, Madison Club, and Wisconsin State Telecommunications Association.

Drew maintains a Bachelor of Arts in History and Leadership Studies from Ripon College (Wis.) and a Master of Business Administration from the University of Wisconsin-Madison. Drew has been quoted in numerous periodicals such as *The Washington Post*, *Chicago Tribune*, *Minneapolis Star-Tribune*, and *Milwaukee Journal Sentinel*. Drew was also recently named to the 2023 100 Power Players list by *Cablefax—The Magazine*.