

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

In the Matter Ahoi LLC)	WC Docket No. 24- _____
For Authorization to Obtain Numbering)	
Resources Pursuant to Section 52.15(g) of)	
The Commission's Rules)	

**APPLICATION OF AHOI LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Ahoi LLC, 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*,¹ 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. Ahoi hereby requests the Commission grant it that authorization. In support of this application, Ahoi provides the following information:

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

A. § 52.15(g)(3)(i)(A)

Name: Ahoi LLC
Address: 8 The Green Ste. A
City: Dover
State: Delaware
ZIP Code: 19901
Telephone: 1-888-900-2464

Contact for Regulatory Requirements, Compliance, 911 and Law Enforcement:

Name: Brian Ford
Address: 8 The Green Ste. A
City: Dover
State: Delaware
ZIP Code: 19901
Telephone: 1-888-900-2464
Fax: N/A
Email: legal@ahoi.net

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

B. § 52.15(g)(3)(i)(B)

Ahoi 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. The Company hereby also acknowledges that this authorization is subject to compliance with industry guidelines and practices regarding numbering, as applicable to telecommunications carriers. Ahoi intends to offer services upon approval in California, Colorado, New York, and Florida, but seeks authority to access numbering resources throughout the United States.

C. § 52.15(g)(3)(i)(C)

Ahoi 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)

Ahoi hereby sets forth its capability to provide service within 60 days of the numbering resources activation date. Ahoi is a recently-established interconnected VoIP providing messaging and network services for businesses located in the United States. The Company was founded by experienced telecommunications professionals and has an agreement in place with Peerless Network, Inc. Peerless will provide PSTN Control Service to the Customer to originate and terminate traffic to and from the Public Switched Telephone Network. The agreement demonstrating the access to this platform and capability is attached to this application as Confidential Exhibit A. Evidence of Peerless' ability to connect to the PSTN is attached as Exhibit B.

Additionally, Ahoi has an agreement in place with Lincoln Communications Group, LLC to provide E911 services; this is attached as Confidential Exhibit C.

E. § 52.15(g)(3)(i)(E)

Ahoi hereby certifies that it will comply 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)

The Company 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. Ahoi's key

management and technical personnel are identified in attached Exhibit D. 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.

G. § 52.15(g)(3)(i)(G)

Ahoi 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), Ahoi 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. Ahoi 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, Ahoi Telecom, Inc. respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,

By: 

FosterDanowsky

Jason Danowsky

Texas Bar No. 24092318

jdанowsky@fosterdanowsky.com

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Austin, TX 78701

(512) 708-8700

(512) 697-0058/fax

EXHIBIT B

Peerless ICA Evidence

**ICC VoIP Amendment
to the Interconnection Agreement between
Qwest Corporation, NKA Qwest Corporation, dba CenturyLink QC
and
Peerless Network of Colorado, LLC
for the state of Colorado**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation, NKA Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Peerless Network of Colorado, LLC, ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Colorado, that was approved by the Commission by operation of law on August 13, 2009 in Docket Number 09T-336; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Peerless Networks Of Colorado, LLC

DocuSigned by:

 E498DC681D64478...
 Signature

Scott Kell
 Name Printed/Typed

EVP of Operations
 Title

7/26/2016
 Date

Qwest Corporation, NKA Qwest Corporation dba CenturyLink QC

DocuSigned by:

 768DEF6A149A455...
 Signature

Diane Roth
 Name Printed/Typed

Director – Wholesale
 Title

7/27/2016
 Date

Attachment 1

ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic,

Section 4.0 - DEFINITIONS

“VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in the Order, and terminates to a Party’s End User Customer.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the Local Calling Area as determined by the Commission.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

Section 7.0 – INTERCONNECTION

7.2 Exchange of Traffic

7.2.1.3 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

7.2.1.3.1 Switched Access Traffic, including but not limited to InterLATA Traffic, other than Toll VoIP-PSTN Traffic or Jointly Provided Switched Access Traffic, may not be exchanged under this Agreement. In the event CLEC routes InterLATA Traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to such access traffic.

7.3 Intercarrier Compensation

7.3.8 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and called party number) as required by Applicable Law and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party’s charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. The Parties will

coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

7.3.9 VoIP-PSTN Traffic

7.3.9.1 Local VoIP-PSTN Traffic

7.3.9.1.1 CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Exchange Service (EAS/Local) Traffic and such Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e. the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

7.3.9.2 Toll VoIP-PSTN Traffic

7.3.9.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at rates identified in each Party's appropriate access tariff. Such Toll VoIP-PSTN Traffic will be identified as InterLATA Traffic or IntraLATA Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call, i.e. the actual geographic end points of the call, and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

7.3.9.2.1.1 InterLATA Traffic which is Toll VoIP-PSTN Traffic will be exchanged at each Party's interstate access tariff rates. Any Transit Traffic which is both interLATA and Toll VoIP-PSTN will be exchanged at each Party's interstate switched access service rates. InterLATA Traffic which is not Toll VoIP-PSTN Traffic shall be subject to 7.2.1.3.1.

7.3.9.2.1.2 IntraLATA Toll Traffic which is Toll VoIP-PSTN Traffic will continue to be exchanged at each Party's intrastate access tariff rates.

7.3.9.2.1.3 The portion of LIS facilities used for Toll VoIP-PSTN Traffic will be billed at CenturyLink's interstate access tariff rates after the application of Relative Use Factor. CenturyLink will use the Local Interconnection Service Facilities Percent VoIP Usage (LIS-Facility-PVU) factor in Exhibit A to determine

the portion of Entrance Facility, Direct Trunk Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

7.3.9.2.1.3.1 The LIS-Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination which is Toll VoIP-PSTN Traffic. The CLEC shall determine their Toll VoIP-PSTN Traffic based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

7.3.9.2.1.4 Any factors established by the Parties for the previous sections of 7.3.9.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

Select the appropriate type of contract below. For cost docket changes, leave blank:							Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election					
							Options	Options		Notes			
								Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
	7.12	Toll VoIP-											
		7.12.1	Toll VoIP-PSTN Traffic					Appropriate CenturyLink Access Tariff	Appropriate CenturyLink Access Tariff				
		7.12.2	Intentionally Left Blank										
		7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility- PVU)					0%	0%		3	3	
NOTES:													
	3	ICB, Individual Case Basis											

EXHIBIT D

Resume of Brian Ford

OBJECTIVE

To seek a position where I can utilize my experience, talents, and innovation to bring value to a team of likeminded individuals. To position myself within an organization that functions on the philosophies of hard work and dedication to its customers and to work with a team that is interdependent, synergistic, and focused on making a difference.

PROFESSIONAL EXPERIENCE

Vice President of Messaging
Commio, Raliegh, NC. (2021-2023)

- Successfully reduced vendor costs through renegotiation and optimization strategies.
- Developed and maintained strong relationships with vendors, ensuring alignment with company goals and objectives.
- Created and implemented training programs for staff and customers, enhancing their understanding of SMS and changes in the evolving marketplace.
- Promoted new messaging features and products to increase customer adoption and satisfaction.
- Monitored market trends and competitor activities to identify opportunities for innovation and improvement in messaging services.

Chief Operating Officer (COO)
Teli, LLC, Englewood, CO (2019-2021)

- Spearheaded strategic initiatives, optimizing financial performance with an revenue increase and a reduction in operational costs.
- Directed cross-functional teams (developers, support, vendors), ensuring alignment with objectives and delivering high-quality products/services.
- Implemented robust operational processes/systems, enhancing efficiency and customer satisfaction metrics.
- Led negotiations with key vendors, achieving favorable terms and X% cost savings.
- Oversaw development/implementation of innovative technologies, driving competitive advantage and market growth.

Vendor Management
Onvoy, LLC, Englewood, CO (2014-2015)

- Generated \$200,000+ annual savings and added \$1,000,000+ EBITDA value in the first six months.
- Managed relationships with 20+ vendors.
- Developed new vendor relationships for new/existing products.
- Responsible for monthly reports, including product forecasting and accruals, working directly with the finance team.

Vice President of Operations

Vitality, LLC, Englewood, CO (2005-2014)

- Lowered product costs to drive sales in a competitive market.
 - Direct report to CEO, involved in product development and innovation initiatives.
 - Attended multiple trade shows yearly to support sales team, create new relationships, and observe market trends.
 - Managed 30+ vendors representing \$10+ million in annual cost.
 - Created instructional/promotional videos for product launches and training.
-

FOSTERDANOWSKY LLP

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Attorney at Law

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Writer's Email:
jdanowsky@fosterdanowsky.com

January 14, 2025

VIA ECFS

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

RE: Request for Confidential Treatment to Application of Ahoi Telecom, Inc. for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules

Dear Ms. Dortch,

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Ahoi LLC hereby submits its application requesting authorization to obtain numbering resources.

Ahoi 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, Exhibits A and C to this application in its entirety as confidential because the documents contain trade secrets and commercially sensitive information that falls within Exemption 4 of the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552(b)(4). The information in Exhibits A and C is "of a kind that would not customarily be released to the public" and therefore, this information qualifies for confidential treatment under FOIA. Ahoi respectfully submits that it would suffer substantial competitive harm if this information were disclosed.

Exhibit A and C are accordingly marked with "Confidential and Proprietary – Filed Under Seal Pursuant to 47 C.F.R. §0.459."

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

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT PURSUANT TO 47 CFR § 0.459(b)(1).

Ahoi seeks confidential treatment of Confidential Exhibit A and C in their entirety.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION PURSUANT TO 47 CFR § 0.459(b)(2).

Ahoi is submitting the confidential agreements between it and Peerless Network, Inc., and between it and Lincoln Communications Group, LLC, as proof of Ahoi's 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 PRIVILEGED PURSUANT TO 47 CFR § 0.459(b)(3).

The information for which Ahoi seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors" as defined in 47 CFR § 0.457(d)(2). Confidential Exhibit A consists of commercial agreements between Ahoi and its partners of which contain proprietary information concerning Ahoi's network, customers, and services.

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION PURSUANT TO 47 CFR § 0.459(b)(4).

Confidential Exhibit A contains information relating to commercial matters that could be used by competitors to Ahoi's disadvantage. Ahoi has numerous competitors in the telecommunications industry in which it operates. Detailed commercial information on operations of the type provided by Ahoi could compromise its position in this highly competitive industry. Release of this information would therefore result in substantial competitive harm to Ahoi.

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM PURSUANT TO 47 CFR § 0.459(b)(5).

Competitors could use Ahoi's proprietary and commercial information to its detriment as they would gain access to sensitive data about how Ahoi provides services as well as about Ahoi's commercial agreements with others in the market that are not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE PURSUANT TO 47 CFR § 0.459(b)(6).

Ahoi has not distributed the information in Confidential Exhibits A or C to the public or any parties within Ahoi or outside Ahoi except on a need-to-know basis.

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

THE INFORMATION TO THIRD PARTIES PURSUANT TO 47 CFR § 0.459(b)(7).

Ahoi has not previously disclosed the information in Confidential Exhibits A and C.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE PURSUANT TO 47 CFR § 0.459(b)(8).

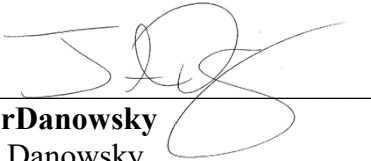
Ahoi requests that Confidential Exhibits A and C be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in Confidential Exhibits A and C.

9. OTHER INFORMATION THAT AHOI BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED PURSUANT TO 47 CFR § 0.459(b)(9).

The information concerns Ahoi's proprietary network, related to current and planned operations, and as such, is commercially sensitive.

If you should have any questions or concerns, please feel free to contact me at your convenience.

Respectfully submitted,

By: 

FosterDanowsky

Jason Danowsky

Texas Bar No. 24092318

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