

October 19, 2020  
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 NUSO, LLC; Application of NUSO, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-**

Dear Secretary:

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

NUSO 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 **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>1</sup> NUSO is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA<sup>2</sup>. Moreover, NUSO would suffer substantial competitive harm if this information were disclosed.<sup>3</sup>

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

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<sup>1</sup> 5 U.S.C. § 552(b)(4).

<sup>2</sup> See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>3</sup> 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<sup>4</sup>, NUSO hereby states as follows:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.<sup>5</sup>**

NUSO seeks confidential treatment of Exhibit A to the enclosed application.

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.<sup>6</sup>**

NUSO is submitting as Exhibit A the agreement between it and its carrier partner, as proof of NUSO'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.<sup>7</sup>**

The information for which NUSO seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between NUSO and its carrier partner and contains proprietary commercial information concerning NUSO's network, customers, and services.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNs A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>9</sup>**

Exhibit A contains information relating to commercial matters that could be used by competitors to NUSO's disadvantage. NUSO has numerous competitors in the Voice over Internet Protocol ("VoIP") services sector in which it operates. Detailed operations and commercial information of the type provided by NUSO could compromise NUSO's position in this highly competitive industry. Release would therefore result in substantial competitive harm to NUSO.

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<sup>4</sup> 47 C.F.R. § 0.459(b).

<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. § 0.457(d)(2).

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM<sup>10</sup>**

Competitors could use NUSO's proprietary commercial and operational information to NUSO's detriment as they would gain access to sensitive information about how NUSO provides services as well as about NUSO'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.<sup>11</sup>**

NUSO has not distributed the information in Exhibit A to the public.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.<sup>12</sup>**

NUSO has not previously disclosed the information in Exhibit A.

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.<sup>13</sup>**

NUSO requests that Exhibit A be treated as confidential for a period of ten years. This period is necessary due to the proprietary nature of the information in Exhibit A.

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<sup>10</sup> 47 C.P.R. § 0.459(b)(5).

<sup>11</sup> 47 C.P.R. § 0.459(b)(6).

<sup>12</sup> 47 C.F.R. § 0.459(b)(7).

<sup>13</sup> 47 C.F.R. § 0.459(b)(8).

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**9. OTHER INFORMATION THAT NUSO BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

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

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to [croesel@inteserra.com](mailto:croesel@inteserra.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel  
Consultant to NUSO, LLC

tms: FCCv2001

CR/gs

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

*In the Matter of* )  
 )  
NUSO, LLC ) WC Docket No. 20-\_\_\_\_\_  
For Authorization to Obtain Numbering )  
Resources Pursuant to Section 52.15(g) of )  
The Commission's Rules )

**APPLICATION OF NUSO, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

NUSO, LLC (“NUSO”) 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. NUSO hereby requests the Commission grant it that authorization. In support of this application, NUSO provides the following information:

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

**A. § 52.15(g)(3)(i)(A)**

Name:	NUSO, LLC
Address:	6677 Delmar Blvd, Suite 300
City:	University City
State:	Missouri
ZIP Code:	63130
Telephone:	(844) 438-6876
Website:	<u>www.nuso.cloud</u>

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

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

Name: Kevin Moss  
Address: 6677 Delmar Blvd, Suite 300  
City: University City  
State: Missouri  
ZIP Code: 63130  
Telephone: (314) 390-6208

**B. § 52.15(g)(3)(i)(B)**

NUSO 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. NUSO 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 Texas.

**C. § 52.15(g)(3)(i)(C)**

NUSO 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)**

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

To demonstrate its facilities readiness, NUSO 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. NUSO has an agreement in place with a CLEC partner to route traffic to the ILECs. NUSO has attached to this application, as *Exhibit A*, an agreement between NUSO and its carrier partner providing that the carrier partner will host NUSO's numbers on its switches and provide connectivity to the PSTN for inbound calls to NUSO numbers. NUSO has requested confidential treatment under the Commission's rules for *Exhibit A*.

Also attached, as ***Exhibit B***, is evidence of interconnection agreements between NUSO's carrier partner and local exchange carriers in the state of Texas.

**E. § 52.15(g)(3)(i)(E)**

NUSO 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)**

NUSO 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. NUSO'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:**

CEO – Matt Siemens  
CFO – Todd Bromfman  
Vice Presidents – Paul Matte & Kevin Moss  
Technical Executive – Garry Vardanyan

**G. § 52.15(g)(3)(i)(G)**

NUSO 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.

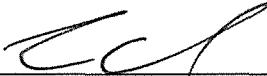
## **II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), NUSO 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. NUSO 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, NUSO respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



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Carey Roesel, Consultant  
Inteserra Consulting Group, Inc.  
(407) 740-3006  
[croesel@inteserra.com](mailto:croesel@inteserra.com)

and

Kevin Moss, Vice President  
NUSO, LLC  
6677 Delmar Blvd, Suite 300  
University City, MO 63130  
(314) 390-6208

October 19, 2020

**Exhibit A**

**AGREEMENT BETWEEN  
NUSO AND CARRIER PARTNER**

**(Confidential exhibit submitted separately)**

**Exhibit B**

***(for each state listed)***

**INTERCONNECTION AGREEMENTS BY AND  
BETWEEN CARRIER PARTNER  
AND  
SOUTHWESTERN BELL TELEPHONE, L.P.  
DBA SBC TEXAS**



T. Aaron Morris  
Senior Attorney  
Legal

AT&T Texas  
400 W. 15<sup>th</sup> Street, Suite 1030  
Austin, Texas 78701

T: 512.870.5717  
F: 512.870.3420  
[aaron.morris@att.com](mailto:aaron.morris@att.com)

May 8, 2008

Commission Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
Austin, Texas 78701

RE: Docket 35525 - Joint Application of Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC for Approval of Amendment to Interconnection Agreement under PURA and the Telecommunications Act of 1996

Dear Filing Clerk:

In response to Order No. 2, Approving Amendment to Interconnection Agreement, issued April 17, 2008, attached is the complete amended interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Texas and Neutral Tandem-Texas, LLC.

Please do not hesitate to call me if you have any questions regarding this matter.

Sincerely,

T. Aaron Morris  
Senior Attorney

cc: David Tatak, Vice President of Billing & Revenue Services for Neutral Tandem-Texas, LLC (U.S. mail)  
General Counsel, PUC (Hand delivered)  
Central Records, PUC (Hand delivered)

**AT&T / NEUTRAL  
TANDEM-TEXAS, LLC  
INTERCONNECTION  
AGREEMENT AMENDED  
AS OF 4/17/08**

**INTERCONNECTION AND/OR RESALE AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF  
1996**

**between one or more of**

**Illinois Bell Telephone Company d/b/a SBC Illinois,  
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana,  
Michigan Bell Telephone Company d/b/a SBC Michigan,  
Nevada Bell Telephone Company d/b/a SBC Nevada,  
The Ohio Bell Telephone Company d/b/a SBC Ohio,  
Pacific Bell Telephone Company d/b/a SBC California,  
The Southern New England Telephone Company d/b/a SBC  
Connecticut,  
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC  
Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas,  
Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

**and**

**Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC;  
Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC;  
Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC;  
Neutral Tandem-Texas, LLC**

Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.1.100 "**SBC Communications Inc.**" (**SBC**) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.1.101 "**SBC-2STATE**" - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

1.1.102 "**SBC-4STATE**" - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.1.103 "**SBC-7STATE**" - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.104 "**SBC-8STATE**" - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.105 "**SBC-10STATE**" - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.106 "**SBC-12STATE**" - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.107 "**SBC-13STATE**" - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.108 "**SBC ARKANSAS**" - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

1.1.109 "**SBC CALIFORNIA**" - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

1.1.110 "**SBC CONNECTICUT**" - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

1.1.111 "**SBC KANSAS**" - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

1.1.112 "**SBC ILLINOIS**" - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

1.1.113 "**SBC INDIANA**" - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.4 The following applies to SBC OHIO only:

- 4.9.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.12. This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 4.13. The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1. In SBC-13STATE, with the exception of SBC OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In SBC OHIO, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing.
- 5.2. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 18, 2006, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on July 18, 2007 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from January 11, 2008 until January 11, 2011 (the "Extended Expiration Date"). The Agreement shall

**SBC-13STATE Agreement**  
Signatures

THIS AGREEMENT CONTAINS A BINDING  
ARBITRATION PROVISION WHICH MAY BE  
ENFORCED BY THE PARTIES.

CLEC's STATE-SPECIFIC:

FACILITIES-BASED OCN # \_\_\_\_\_

RESALE OCN # \_\_\_\_\_

ACNA \_\_\_\_\_

Neutral Tandem-Arkansas, LLC; Neutral Tandem-Indiana, LLC; Neutral Tandem-Kansas, LLC; Neutral Tandem-Missouri, LLC; Neutral Tandem-Nevada, LLC; Neutral Tandem-Oklahoma, LLC; Neutral Tandem-Texas, LLC

Signature: D. J. Tatak

Name: DAVID TATAK  
(Print or Type)

Title: VP Billing & Revenue  
(Print or Type)

Date: 5/16/05

Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Nevada Bell Telephone Company d/b/a SBC Nevada, and/or Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas; by SBC Operations, Inc., its authorized agent

Signature: M. Auinbauh

Name: Mike Auinbauh  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 02 2005