

April 12, 2022
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 IDT Domestic Telecom, Inc.; Supplemental Information for *Application of IDT Domestic Telecom, Inc. for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 21-470*

Dear Ms. Dortch,

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,¹ IDT Domestic Telecom, Inc. ("IDT Domestic Telecom") hereby submits supplemental information to its Application for Authorization to Obtain Numbering Resources.

IDT Domestic Telecom respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,² the Commission withhold from public inspection and accord confidential treatment to supplemental **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").³ Moreover, IDT Domestic Telecom would suffer substantial competitive harm if this information were disclosed.

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

In support of this request, IDT Domestic Telecom hereby states the following:

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

IDT Domestic Telecom seeks confidential treatment of **Exhibit A** to its Application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.

IDT Domestic Telecom is submitting as **Exhibit A** the agreement between its carrier partner as proof of IDT Domestic Telecom's facilities readiness as required by Section 52.15(g)(3)(i)(D) of the Commission's Rules.

¹ 47 C.F.R. § 52.15(g).

² 47 C.F.R. § 0.457 & §0.459.

³ See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.

The information for which IDT Domestic Telecom seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors". **Exhibit A** describes the agreement between IDT Domestic Telecom and its carrier partner and contains proprietary commercial information concerning IDT Domestic Telecom's network, customers, and services.

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

Exhibit A contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise IDT Domestic Telecom's position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by IDT Domestic Telecom could compromise IDT Domestic Telecom's position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to IDT Domestic Telecom.

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

Competitors could use IDT Domestic Telecom's proprietary commercial and operational information to IDT Domestic Telecom's detriment as they would gain access to sensitive information concerning IDT Domestic Telecom's commercial agreements, as well as information as to how IDT Domestic Telecom provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to IDT Domestic Telecom's carrier partner. This information is not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.

IDT Domestic Telecom has not distributed the information in **Exhibit A** to the public; IDT Domestic Telecom is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

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

IDT Domestic Telecom does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

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

IDT Domestic Telecom requests that **Exhibit A** be withheld from public disclosure indefinitely. IDT Domestic Telecom and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to IDT Domestic Telecom's carrier partner regarding of the timing of the disclosure.

9. OTHER INFORMATION THAT IDT DOMESTIC TELECOM BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.

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

For the foregoing reasons, IDT Domestic Telecom respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

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. Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel
Consultant

cc: Carl Billek - IDT
tms: FCx2101b

CR/mp

Exhibit A

AGREEMENT BETWEEN

IDT DOMESTIC TELECOM AND CARRIER PARTNER

(Confidential exhibit submitted separately)

Exhibit B

(for each state listed)

**INTERCONNECTION AGREEMENTS BY AND
BETWEEN CARRIER PARTNER
AND
AT&T OHIO
FOR THE STATE OF OHIO**

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General Terms and Conditions

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between one or more of the AT&T Inc. owned ILEC's. The Ohio Bell Telephone Company d/b/a AT&T Ohio, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, and/or Michigan Bell Telephone Company d/b/a AT&T Michigan hereinafter referred to as AT&T Indiana, AT&T Michigan, and AT&T Ohio (collectively referred to as "AT&T"), and Onvoy, Inc. d/b/a Onvoy Voice Services ("Onvoy, Inc."), a Minnesota corporation, for an interconnection agreement in the States of Indiana, Michigan and Ohio, (referred to as "CLEC") and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T or CLEC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Indiana, Michigan, and Ohio; and

WHEREAS, CLEC is or seeks to become a CLEC authorized to provide telecommunications services in the states of Indiana, Michigan, and Ohio.

WHEREAS, CLEC wishes to resell AT&T's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review; and

WHEREAS, AT&T notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, CLEC agrees to provide AT&T in writing CLEC's CLEC certification for all states covered by this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent CLEC is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, CLEC may not purchase services hereunder in that state. CLEC will notify AT&T in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this agreement. Upon notification, AT&T will file this Agreement with the appropriate Commission for approval Term of the Agreement
- 2.1 The term of this Agreement shall begin on the Effective Date and will end on August 23, 2012, and shall apply to the AT&T territory in the state(s) of Indiana, Michigan, and Ohio. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date unless a Commission with competent jurisdiction explicitly orders otherwise, irrespective of the provisions of this Agreement.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.4 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective as of the effective date of the follow-on or Subsequent Agreement
- 2.4 Except as set forth in Section 2.5 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement

Onvoy, Inc.

Indiana Bell Telephone Company
Incorporated d/b/a AT&T Indiana,
Michigan Bell Telephone Company
d/b/a AT&T Michigan, The Ohio Bell
Telephone Company d/b/a AT&T
Ohio by AT&T Operations, Inc., its
authorized agent

By: 

Name: SCOTT E BEER

(Print or Type)

Title: GENERAL COUNSEL

(Print or Type)

Date: 8-4-08

By: 

Name: Eddie A. Reed, Jr.

Title: Director -
Interconnection Agreements

Date: 8-7-08