

September 4, 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 Leap Telecom, LLC; ***Application of Leap Telecom, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-***

Dear Ms. Dortch:

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

Leap Telecom 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> Leap Telecom 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, Leap Telecom 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>, Leap Telecom hereby states as follows:

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

Leap Telecom seeks confidential treatment of Exhibit A to the enclosed application.

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

Leap Telecom is submitting as Exhibit A the agreement between it and its carrier partner, as proof of Leap Telecom'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 Leap Telecom seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between Leap Telecom and its carrier partner and contains proprietary commercial information concerning Leap Telecom'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 Leap Telecom's disadvantage. Leap Telecom 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 Leap Telecom could compromise Leap Telecom's position in this highly competitive industry. Release would therefore result in substantial competitive harm to Leap Telecom.

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4 47 C.F.R. § 0.459(b).

5            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 Leap Telecom's proprietary commercial and operational information to Leap Telecom's detriment as they would gain access to sensitive information about how Leap Telecom provides services as well as about Leap Telecom'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>**

Leap Telecom 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>**

Leap Telecom 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>**

Leap Telecom 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).

September 4, 2020

Page 4 of 4

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

The information concerns Leap Telecom'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 407-740-3005 or via email to swarren@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Sharon R. Warren

Sharon R. Warren  
Consultant

cc: Melinda Ferguson  
David Aldworth  
tms: FCx2001

SW/mp

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<sup>14</sup> 47 C.F.R. § 0.459(b)(9).

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

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

**APPLICATION OF LEAP TELECOM, LLC FOR AUTHORIZATION TO OBTAIN  
NUMBERING RESOURCES**

Leap Telecom, LLC (“Leap” or “Company”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources 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. Leap hereby requests the Commission grant it that authorization. In support of this application, Leap provides the following information:

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

**A. § 52.15(g)(3)(i)(A)**

Name:           Leap Telecom, LLC  
Address:       2150 W 29<sup>th</sup> Ave  
                 Suite 200  
City:           Denver  
State:          CO  
ZIP Code:       80211  
Telephone:      833-532-7835

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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: Melinda Ferguson  
Address: 2150 W 29<sup>th</sup> Ave  
Suite 200  
City: Denver  
State: CO  
ZIP Code: 80211  
Telephone: 303-731-2000  
Facsimile: 303-629-8344

**B. § 52.15(g)(3)(i)(B)**

Leap 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 grant of the authorization sought by this application 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 Colorado, however the Company anticipates that it will provide VoIP services nationwide, and accordingly, will request numbers from other states in turn after its initial request in Colorado. Accordingly, to the extent required, Leap requests the Commission grant it authority to obtain numbering resources in all states.

**C. § 52.15(g)(3)(i)(C)**

Leap hereby acknowledges that it must file requests for numbers with the relevant state commissions at least (30) days before requesting numbers from the Numbering Administrators.

**D. § 52.15(g)(3)(i)(D)**

Leap submits that it is capable of providing service within (60) days of the numbering resources activation date in accordance with Commission Rule Section 52.15(g)(2)<sup>2</sup> because of the existing inventory of numbers that will be natively ported by current administrative staff. Leap is an interconnected VoIP provider that intends to initially provide VoIP services in the state of Colorado utilizing the facilities of its CLEC partner with which it has an agreement in place for routing traffic to the PSTN. The Company has entered into an Interconnection Agreement with a CLEC partner to provide interconnection to the PSTN for routing its VoIP traffic to ILECs. A copy of this agreement is attached as *Exhibit A* to this Application. Leap respectfully requests this agreement be accorded confidential treatment, pursuant to §0.459 of the Commission's rules.<sup>3</sup> Pursuant to this agreement, the CLEC partner will host the Company's numbers on its switches and provide connectivity to the PSTN for inbound calls to Leap numbers. As *Exhibit B*, Leap provides a current interconnection agreement between its carrier partner and an incumbent local exchange carrier ("ILEC").

Leap's focus is on business IP communications. The company has developed a network and software service that is feature rich, stable and scalable from the ground up. The Company serves all business sizes, from large global companies to enterprise and small businesses. The Company has highly skilled, technical employees on staff to ensure the Company will be able to provide service within the 60 day timeframe.

**E. § 52.15(g)(3)(i)(E)**

Leap 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

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<sup>2</sup> 47 C.F.R. §52.15(g)(2).

<sup>3</sup> 47 C.F.R. §0.459. The agreement contains trade secret information that is not publicly available, the disclosure of which would cause economic harm to Leap.

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)**

Leap hereby 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 services. Leap'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:**

Chief Operating Officer – Melinda Ferguson

**G. § 52.15(g)(3)(i)(G)**

Leap 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), Leap 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. Leap 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, Leap respectfully requests the Commission grant this Application for authorization to obtain numbering resources directly from the Numbering Administrators.

Respectfully submitted,

/s/ Sharon R. Warren  
Sharon R. Warren, Consultant  
Inteserra Consulting Group, Inc.  
151 Southhall Lane, Suite 450  
Maitland, FL 32751

Submitted on September 4, 2020

**Exhibit A**

**AGREEMENT BETWEEN LEAP TELECOM, LLC AND  
CARRIER PARTNER**

**(Confidential exhibit submitted separately)**

**Exhibit B**

**AGREEMENT BY AND BETWEEN TELIAX, INC.  
AND  
CENTURYLINK.**

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**BANDWIDTH.COM CLEC, LLC**

**FOR THE STATE OF COLORADO**

**AGREEMENT NUMBER**  
**CDS-080225-0002**

## Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Qwest Corporation ("Qwest"), a Colorado corporation, and Bandwidth.com CLEC, LLC ("CLEC"), a Delaware LLC, 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 Colorado, 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.

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 ("Effective Date"). This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on June 1, 2011.

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.

## 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 22.0 - 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.

**Bandwidth.com CLEC, LLC**

Signature

Kade Ross

Name Printed/Typed

Chief Operating Officer

Title

Date

**Qwest Corporation**

Signature

L.T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date



June 22, 2011

Teliasx Colorado, LLC  
David Aldworth, President  
1001 16<sup>th</sup> Street, B180 #102  
Denver, CO 80265

Dear Mr. Aldworth,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Teliasx Colorado LLC. ("CLEC") wishes to adopt in its entirety, the terms of the Wireline Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between Bandwidth.com CLEC, LLC (Agreement # CDS-080225-0002) and Qwest Corporation ("Qwest"), that was approved by the Commission on June 11, 2008, as an effective agreement in the State of Colorado. CLEC is incorporated in the State of Colorado. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC (individually, a, "Party," or collectively, the "Parties") intend that this letter serves as their agreement ("Letter Agreement") for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. Pursuant to the Underlying Agreement CLEC is adopting, this Agreement shall expire on the same date as the Underlying Agreement. If for some reason the Commission rejects all or part of the Letter Agreement either Party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.
2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, a Party may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest Corporation and in applying the terms and conditions, agrees that Teliasx Colorado LLC. be substituted in place of "Bandwidth.com CLEC, LLC" throughout the Underlying Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation  
Director Interconnection Agreements  
930 15<sup>th</sup> Street, 6<sup>th</sup> floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@qwest.com](mailto:intagree@qwest.com)

With copy to:  
Qwest Law Department  
Wholesale Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@qwest.com](mailto:Legal.Interconnection@qwest.com)

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

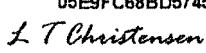
Teliax Colorado  
David Aldworth, President  
1001 16<sup>th</sup> Street, B180 #102  
Denver, CO 80265  
Phone 303-629-8301  
Fax 303-629-8344  
Email daldworth@teliax.com

5. CLEC represents and warrants that it is a certified provider of local telecommunication service in the State of Colorado and that this Agreement will cover services in that state only.

6. Please sign electronically via the DocuSign® process within thirty (30) days. After thirty (30) days Qwest may rescind its willingness to consider this Letter Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

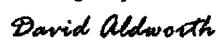
Sincerely,

  
L. T. Christensen DocuSigned By: L. T. Christensen  
Director – Wholesale Contracts  
Qwest Corporation  
930 15<sup>th</sup> Street, 6<sup>th</sup> floor  
Denver, Colorado 80202

6/24/2011  
Date

I agree to all terms and conditions contained in this letter as indicated by my signature below:

**Teliax Colorado, LLC**

  
Signature 72ECB00D82004E9...  
  
\_\_\_\_\_  
David Aldworth  
Name Printed  
  
\_\_\_\_\_  
President  
Title  
6/24/2011  
\_\_\_\_\_  
Date