

Bug Tussel Wireless, LLC Robocall Mitigation Plan

In response to the FCC's Sixth Caller ID Authentication Report and Order (Sixth Report and Order and Further Notice of Proposed Rule Making, FCC 23-18, March, 17, 2023), Bug Tussel Wireless, LLC ("Bug Tussel") hereby adopts the following robocall mitigation plan for the purpose of preventing unlawful robocalls on its network. This plan will periodically be evaluated to ensure our policies are effective in carrying out Commission objectives. We may, from time to time, modify our policies and procedures to better comply with the relevant orders and statutes.

1. **Corporate Information.** Bug Tussel is a Wisconsin limited liability company with the primary operating address of 417 Pine Street, Green Bay, WI 54301. Bug Tussel certifies that at no time has it been legally prohibited from filing in the Robocall Mitigation Database ("RMD"). At no time has Bug Tussel been subject to any law enforcement, regulatory, or Commission action for the purpose of investigating communications on Bug Tussel's network that would constitute unlawful robocalling or spoofing. In accordance with 47 CFR § 64.6305(e), Bug Tussel has designated an officer of the company to be the primary point of contact regarding all robocall mitigation communications. That officer shall receive notice of illegal robocalls or communication traffic. The person's name, title, address, phone number, and email address are available within the RMD.

Bug Tussel is a wholly owned subsidiary of Hilbert Communications, LLC ("Hilbert") and does not have any subsidiaries. It is affiliated with other wholly owned Hilbert entities: Michigan Wireless, LLC, Michigan Spectrum Holdings, LLC, Red Tail Tower, LLC, Bug Tussel AA, LLC, Bug Tussel AB, LLC, Bug Tussel 1, LLC, Cloud 1, LLC, Cloud 1 Services, LLC, KES Excavating Services, LLC, and Midwest Data Core, LLC.

2. **STIR/SHAKEN Certification.** Bug Tussel hereby certifies that all voice traffic originating on its network is authenticated in compliance with the applicable standards under 47 CFR § 64.6301. Bug Tussel provides voice services to our end-user customers via the reselling of Alianza voice service provisioned using the Alianza wholesale voice platform. Alianza, in its own RMD filing, has certified that it has implemented and is in compliance with STIR/SHAKEN standards. Alianza is listed as an authorized provider on the Secure Telephone Identify Policy Administrator list.
3. **Know-Your-Upstream Providers Procedures.** Bug Tussel incorporates by reference the measures implemented by Alianza to know its upstream providers. These measures are reflected in Alianza's Robocall Mitigation Plan as filed in RDM. Alianza is a party to existing agreements with Tier-1 carrier service providers from which it facilitates the provision of service to its service provider customers. Further, Alianza confirmed in its filing that each carrier it is engaged with are listed in the RDM. Alianza enables its customers to contract directly with carrier service providers to enable those customers' use of Alianza's Cloud Communications Platform to better aid in detailed onboarding and fraud detection guidance.
4. **Know-Your-Customer Procedures.** Bug Tussel is a wireless and fiberoptic internet service provider operating in the Midwest, primarily Wisconsin. Current customers are mainly residential in nature with a substantial number of those individuals residing in rural communities. Voice wholesale reselling is a new service that Bug Tussel is offering and, as of this date, no customers are signed up for any voice service on our network. Our marketing and sales campaign began in Q1 of 2024 and we anticipate customers receiving voice services imminently. Our procedures for engaging with prospective customers includes a due diligence screening. That screening includes, for businesses, a

confirmation of the business name, physical address and notice address, state of incorporation, Federal tax identification number, nature of business/anticipated use of the services, and the contact information for a point of contact at the business. The second part of our due diligence is internal and requires that Bug Tussel only sells services to customers with physical locations that are on Bug Tussel's network. All services are provisioned directly to customers and can't be altered by end users.

5. **Contractual Terms and Conditions.** Standard procedure for all customers includes the execution of a Customer Service Agreement ("CSA") that sets forth the general terms and conditions for use of the services. The CSA contains a robust acceptable use policy that prohibits customers from engaging in robocalling or any other illegal activity on our network. The CSA includes default clauses, permanent cessation of service provisions, and temporary cessation of service provisions that allow Bug Tussel to pause or terminate customer access to the network for misuse including the illegal transmission of robocalls.

In addition to Bug Tussel's contractual protections for robocalling prevention, Alianza's contractual agreements with its underlying carrier service providers also include provisions requiring the parties' compliance with applicable robocall prevention and mitigation standards.

6. **Fraud Detection and Mitigation.** Alianza, as our wholesale provider, has implemented a proprietary fraud detection and mitigation process through which it analyzes high volume traffic to evaluate compliance with a variety of fraud detection indicators. Through the fraud detection process, Alianza notifies individual customers of potentially fraudulent activity occurring in any of that customer's subscriber accounts. Alianza stores this information and disseminates to customers through Alianza's knowledge base and support resources. Alianza may take remedial action against any subscriber to prevent or remediate robocalling or other fraudulent activity. If Alianza takes such action, its fraud detection system triggers notification to the customer of that action and any remedial steps that may be taken to restore service.
7. **Enforcement.** Bug Tussel is prepared and committed to respond to all traceback requests from the FCC, law enforcement, and industry traceback consortium, or the Industry Traceback Group within twenty-four (24) hours of such request. Bug Tussel shall cooperate and comply with all entities investigating and enforcing illegal robocalling on any company network or service. Our staff have been informed and trained to identify patterns of questionable behavior on our network and to report the same immediately. As mentioned above, Bug Tussel has a contractual right to temporarily suspend service while investigating misuse of the services. Any confirmed misuse of the services will result in suspension or termination of service.