

October 8, 2019
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 HDC Beta, LLC; Application of HDC Beta, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 19-

Dear Secretary:

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

HDC Beta 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").¹ HDC Beta is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA². Moreover, HDC Beta would suffer substantial competitive harm if this information were disclosed.³

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

¹ 5 U.S.C. § 552(b)(4).

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

³ 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 rules⁴, HDC Beta hereby states as follows:

1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.⁵

HDC Beta seeks confidential treatment of Exhibit A to the enclosed application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.⁶

HDC Beta is submitting as Exhibit A the agreement between it and its carrier partner, as proof of HDC Beta'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.⁷**

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

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNs A SERVICE THAT IS SUBJECT TO COMPETITION.⁹

Exhibit A contains information relating to commercial matters that could be used by competitors to HDC Beta's disadvantage. HDC Beta 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 HDC Beta could compromise HDC Beta's position in this highly competitive industry. Release would therefore result in substantial competitive harm to HDC Beta.

4 47 C.F.R. § 0.459(b).

5 47 C.F.R. § 0.459(b)(1).

⁶ 47 C.F.R. § 0.459(b)(2).

⁷ 47 C.F.R. § 0.459(b)(3).

⁸ 47 C.F.R. § 0.457(d)(2).

⁹ 47 C.F.R. § 0.459(b)(4).

5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM¹⁰

Competitors could use HDC Beta's proprietary commercial and operational information to HDC Beta's detriment as they would gain access to sensitive information about how HDC Beta provides services as well as about HDC Beta'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.¹¹

HDC Beta 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.¹²

HDC Beta 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.¹³

HDC Beta 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.

¹⁰ 47 C.P.R. § 0.459(b)(5).

¹¹ 47 C.P.R. § 0.459(b)(6).

¹² 47 C.F.R. § 0.459(b)(7).

¹³ 47 C.F.R. § 0.459(b)(8).

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9. OTHER INFORMATION THAT HDC BETA BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.¹⁴

The information concerns HDC Beta'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. Thank you for your assistance in this matter.

Sincerely,

/s/ Carey Roesel

Carey Roesel
Consultant to HDC Beta, LLC

cc: Kathryn Glaser - HDC Beta
tms: FCCv1901 HDC Beta

CR/gs

¹⁴ 47 C.F.R. § 0.459(b)(9).

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

In the Matter of)
)
HDC Beta, LLC) WC Docket No. 19-_____
For Authorization to Obtain Numbering)
Resources Pursuant to Section 52.15(g) of)
The Commission's Rules)

**APPLICATION OF HDC BETA, LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

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

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

A. § 52.15(g)(3)(i)(A)

Name:	HDC Beta, LLC
Address:	170 S. Green Valley Pkwy. Suite 300
City:	Henderson
State:	Nevada
ZIP Code:	89012
Telephone:	844-852-5555
Website	https://beta.hdcarrierholdings.com

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

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

Name: David Erickson
Address: 170 S. Green Valley Pkwy.
Suite 300
City: Henderson
State: Nevada
ZIP Code: 89012
Telephone: 844-852-5555

B. § 52.15(g)(3)(i)(B)

HDC Beta 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. HDC Beta 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 WA.

C. § 52.15(g)(3)(i)(C)

HDC Beta 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)

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

To demonstrate its facilities readiness, HDC Beta 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 with over 10 years LNP experience. HDC Beta has an agreement in place with a CLEC partner to route traffic to the ILECs. HDC Beta has attached to this application, as *Exhibit A*, an agreement between HDC Beta and its carrier partner providing that the carrier partner will host HDC Beta's numbers on its switches

and provide connectivity to the PSTN for inbound calls to HDC Beta numbers. HDC Beta has requested confidential treatment under the Commission's rules for *Exhibit A*. Also attached, as *Exhibit B*, is evidence of interconnection agreements between HDC Beta's carrier partner and local exchange carriers in WA.

E. § 52.15(g)(3)(i)(E)

HDC Beta 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)

HDC Beta 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. HDC Beta'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:

Managing Member – David Erickson
Managing Member – Kathryn Glaser
Managing Member – Scott Southron

G. § 52.15(g)(3)(i)(G)

HDC Beta 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), HDC Beta 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. HDC Beta 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, HDC Beta respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



Carey Roesel, Consultant
Inteserra Consulting Group, Inc.
407-740-3006
croesel@inteserra.com

and

David Erickson, Managing Member
HDC Beta, LLC
844-852-5555
info@beta.hdcarrerholdings.com

October 8, 2019

Exhibit A

**AGREEMENT BETWEEN
HDC BETA, LLC
AND CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

(for each state listed)

**INTERCONNECTION AGREEMENTS BY AND
BETWEEN
CARRIER PARTNER
AND
CENTURYLINK QC (FKA QWEST)
AND
FRONTIER (FKA VERIZON)**

RECEIVED
RECORDS MANAGEMENT

UT-133027-IA

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 733-5178
Facsimile (206) 343-4040

2013 DEC 23 AM 11:15



CenturyLink™

Maura E. Peterson
Paralegal
Regulatory Law

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

December 20, 2013

Via Web Portal and Overnight Delivery

Mr. Steven King, Executive Director and Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

**Re: Docket No. UT-[Not Yet Assigned]
Adoption of the Wireline Interconnection Agreement by Wide
Voice, LLC Adopting the Wireline Interconnection Agreement
between Qwest Corporation dba CenturyLink QC and Sprint
Communications Company L.P.**

Dear Mr. King:

In accordance with WAC 480-07-640, please find enclosed an original Adoption of the Wireline Interconnection Agreement by Wide Voice, LLC Adopting the Wireline Interconnection Agreement Between Qwest Corporation dba CenturyLink QC and Sprint Communications Company L.P. for the State of Washington. Wide Voice, LLC has adopted, in its entirety, the previously approved Agreement between Qwest Corporation dba CenturyLink QC and Sprint Communications Company L.P., Docket No. UT-133020, approved by the Commission on November 8, 2013.

The enclosed Agreement does not discriminate against non-party carriers. It is consistent with state and federal law, and is in the public interest. CenturyLink respectfully requests that the Commission approve this Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Maura E. Peterson".

Maura E. Peterson
MEP/jga

Enclosure

cc: Tandy DeCosta (w/o Encl.)
Patrick Chicas (w/o Encl.)

www.centurylink.com

Posted



**ADOPTION OF THE
WIRELINE INTERCONNECTION AGREEMENT
BY**

WIDE VOICE, LLC

**ADOPTING THE
WIRELINE INTERCONNECTION AGREEMENT**

BETWEEN

QWEST CORPORATION DBA CENTURYLINK QC

AND

SPRINT COMMUNICATIONS COMPANY L.P.

**FOR THE STATE OF:
WASHINGTON**

RECEIVED
RECORDS MANAGEMENT
2013 DEC 23 AM 11: 16

STATE OF WASH.
UTIL. AND TRANS.
COMMISSION

Adoption of the Wireline Interconnection Agreement

This Adoption of the Wireline Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Wide Voice, LLC ("CLEC"), a Nevada corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Washington.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Wireline Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Sprint Communications Company L.P. approved by the Commission in 2004, for the State of Washington.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P.

3. PROVISIONS

- 3.1 The Terms of the Sprint Communications Company L.P. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Wireline Interconnection Agreement, this Agreement shall replace the existing Wireline Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Wireline Interconnection Agreement.
- 4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is listed above, however, notwithstanding the forgoing, the Expiration Date of the Adopted Agreement and this Agreement are extended until March 31, 2014

pursuant to the Qwest / CenturyLink merger settlement agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With Copy to:

CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

To CLEC:

Wide Voice, LLC
Tandy DeCosta, Dir Telephone Svcs
410 South Rampart, Suite 30-
Las Vegas, NV 89145
702-553-3007
Email: tdecosta@widevoice.com

With Copy to:

Wide Voice, LLC
Patrick Chicas, President
410 South Rampart, Suite 390
Las Vegas, NV 89145
702-553-3007
Email: pjc@widevoice.com

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Washington.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Wide Voice, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:

Patrick Chicas

F87160F500294B1...

Signature

Patrick Chicas

Printed Name

President

Title

12/2/2013

Date

05E9FC68BD57454...

L T Christensen

DocuSigned By: L T Christensen

Signature

L. T. Christensen

Printed Name

Director – Wholesale Contracts

Title

12/2/2013

Date

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 Sprint for services, facilities, Unbundled Network Elements, ancillary service and other related works 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 be deemed effective upon Commission approval, pursuant to Section 252 of the Act ("the Effective Date"); however, the Parties agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on January 1, 2007.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in 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.

5.2.2.1 Prior to the conclusion of the term specified above, Sprint may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if Sprint so chooses.

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. POA may be acquired in the following ways:

AGREEMENT

by and between

Wide Voice, LLC

and

FRONTIER COMMUNICATIONS NORTHWEST INC.

FOR THE STATE OF

WASHINGTON

1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for two (2) years (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Wide Voice or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Wide Voice or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Wide Voice and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Wide Voice or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Wide Voice nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Resale Attachment
- Network Elements Attachment
- Collocation Attachment
- 911 Attachment
- Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

SIGNATURE PAGE

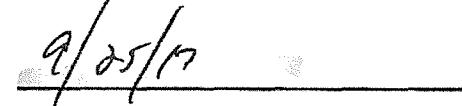
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Wide Voice, LLC

By: 

Printed: Patrick J. Chicas

Title: President

Date: 

FRONTIER COMMUNICATIONS NORTHWEST INC.

By: 

Printed: Stephen Levan

Title: Senior Vice President - Commercial Sales

Date: 