

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 Alpha, LLC; *Application of HDC Alpha, 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 Alpha, LLC ("HDC Alpha") hereby submits its application requesting authorization to obtain numbering resources.

HDC Alpha 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> HDC Alpha 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, HDC Alpha 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).

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In support of this request and pursuant to Section 0.459(b) of the Commission's rules<sup>4</sup>, HDC Alpha hereby states as follows:

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

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

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

HDC Alpha is submitting as Exhibit A the agreement between it and its carrier partner, as proof of HDC Alpha'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 HDC Alpha seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between HDC Alpha and its carrier partner and contains proprietary commercial information concerning HDC Alpha's network, customers, and services.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S 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 HDC Alpha's disadvantage. HDC Alpha 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 Alpha could compromise HDC Alpha's position in this highly competitive industry. Release would therefore result in substantial competitive harm to HDC Alpha.

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

HDC Alpha 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>**

HDC Alpha 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>**

HDC Alpha 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 HDC ALPHA BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>14</sup>**

The information concerns HDC Alpha'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 HDC Alpha, LLC

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

CR/gs

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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* )  
 )  
HDC Alpha, 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 ALPHA, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

HDC Alpha, LLC (“HDC Alpha”), 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. HDC Alpha 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 Alpha, LLC
Address:	170 S. Green Valley Pkwy. Suite 300
City:	Henderson
State:	Nevada
ZIP Code:	89012
Telephone:	844-852-4444
Website:	<u><a href="https://alpha.hdcarrerholdings.com">https://alpha.hdcarrerholdings.com</a></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: David Erickson  
Address: 170 S. Green Valley Pkwy.  
Suite 300  
City: Henderson  
State: Nevada  
ZIP Code: 89012  
Telephone: 844-852-4444

**B. § 52.15(g)(3)(i)(B)**

HDC Alpha 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 Alpha 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 CO.

**C. § 52.15(g)(3)(i)(C)**

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

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

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

**E. § 52.15(g)(3)(i)(E)**

HDC Alpha 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 Alpha 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 Alpha'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 Alpha 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 Alpha 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 Alpha 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 Alpha 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](mailto:croesel@inteserra.com)

and

David Erickson, Managing Member  
HDC Alpha, LLC  
844-852-4444  
[info@alpha.hdcarrerholdings.com](mailto:info@alpha.hdcarrerholdings.com)

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**Exhibit A**

**AGREEMENT BETWEEN  
HDC ALPHA, 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)**

**Interconnection Agreement**

**Terms and Conditions for Interconnection, Unbundled Network Elements,  
Ancillary Services, and Resale of Telecommunications Services**

**between**

**Qwest Corporation dba CenturyLink QC**

**and**

**Wide Voice LLC**

**For the State of Colorado**

**Agreement Number  
CDS- 150325-0001**

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, CenturyLink 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"); however, the Parties may 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.

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. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 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.

**Wide Voice LLC**

DocuSigned by:  
*Patrick Chicas*  
F07160F8C2344B1...  
Signature

Patrick J. Chicas  
Name Printed/Typed

President  
Title

3/30/2015  
Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

3/30/2015  
Date