

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

HDC Gamma 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 Gamma 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 Gamma 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 Gamma hereby states as follows:

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

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

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

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

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 Gamma's proprietary commercial and operational information to HDC Gamma's detriment as they would gain access to sensitive information about how HDC Gamma provides services as well as about HDC Gamma'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 Gamma 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 Gamma 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 Gamma 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 GAMMA BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.¹⁴

The information concerns HDC Gamma'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 Gamma, LLC

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

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 Gamma, 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 GAMMA, LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

HDC Gamma, LLC (“HDC Gamma”), 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 Gamma 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 Gamma, LLC
Address:	170 S. Green Valley Pkwy. Suite 300
City:	Henderson
State:	Nevada
ZIP Code:	89012
Telephone:	844-853-2222
Website:	https://gamma.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: 844-853-2222

B. § 52.15(g)(3)(i)(B)

HDC Gamma 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 Gamma 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 NY.

C. § 52.15(g)(3)(i)(C)

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

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

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

E. § 52.15(g)(3)(i)(E)

HDC Gamma 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 Gamma 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 Gamma'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 Gamma 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 Gamma 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 Gamma 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 Gamma 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 Gamma, LLC
844-853-2222
info@gamma.hdcarrerholdings.com

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Exhibit A

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

(Confidential exhibit submitted separately)

Exhibit B

(for each state listed)

**INTERCONNECTION AGREEMENTS BY AND
BETWEEN
CARRIER PARTNER
AND
VERIZON NEW YORK INC.**

140 West Street
27th Floor
New York, NY 10007-2109
Tel (212) 321-8136
Fax (212) 962-1687
keefe.b.clemons@verizon.com

Keefe B. Clemons
General Counsel – Northeast Region



March 26, 2012

Honorable Jaclyn A. Brilling
Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

**Re: Interconnection Adoption between
Verizon New York Inc. and Wide Voice, LLC**

Dear Secretary Brilling:

Enclosed please find the Interconnection Adoption, effective February 6, 2012, between
Verizon New York Inc. and Wide Voice, LLC. The contact person for Wide Voice, LLC is:

Tara Odenthal
Wide Voice, LLC
410 South Rampart, Suite 390
Las Vegas, NV 89145
(702) 553-3007
tara@widevoice.com

If you have any questions regarding this matter, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads "Keefe B. Clemons".

Keefe B. Clemons

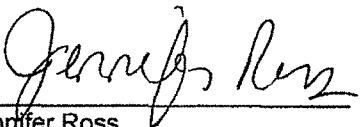
cc: Tara Odenthal (By E-Mail)

SIGNATURE PAGE

Please arrange for a duly authorized representative of WID to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NEW YORK INC.



Jennifer Ross
Director-Interconnection

Reviewed and countersigned as to Paragraph 1:

WIDE VOICE, LLC



Patrick J. Chicas
President

Attachment

AGREEMENT

by and between

CINCINNATI BELL ANY DISTANCE INC.

and

VERIZON NEW YORK INC.

FOR THE STATE OF

NEW YORK

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 until November 28, 2012 (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 CBAD or Verizon 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 CBAD or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either CBAD or Verizon 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 CBAD and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either CBAD or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither CBAD nor Verizon 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 State of New York, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.