

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

In the Matter of)
)
)
Magna5 LLC) WC Docket No. 17-216 _____
)
)
Application to Obtain Telephone Numbers)
Directly From the North American Numbering)
Plan Administrator and the Pooling)
Administrator)

NUMBERING AUTHORIZATION APPLICATION

Magna5 LLC ("Applicant"), hereby applies for authorization to obtain telephone numbers directly from the North American Numbering Plan Administrator and the Pooling Administrator (collectively, "Numbering Administrators") pursuant to and in accordance with Section 52.15 (g) of the Commission's rules. In support hereof, Applicant respectfully states:

1. Applicant's name, headquarters' address and telephone number are as follows:

Magna5 LLC
5445 Legacy Dr., Suite 180
Plano, TX 75024
214-932-9293

2. The primary type of business of Applicant is telecommunications services, which includes interconnected VoIP. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services, initially in New York, Oregon, and Washington. Applicant intends to eventually use the numbering resources to provide such services throughout the United States, including its territories and possessions.
3. The name and contact information for personnel of Applicant qualified to address issues relating to regulatory requirements, compliance with Commission rules, 911 and law enforcement is as follows:

Joseph O'Hara, CFO; regulatory@magna5global.com; (214) 932-9293
5445 Legacy Dr., Suite 180, Plano, TX 75024

4. Applicant acknowledges that the authorization is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states and industry guidelines and practices regarding numbering applicable to telecommunications carriers.

5. Applicant acknowledges that it must file requests for telephone numbers with the relevant state commissions at least thirty (30) days before requesting telephone numbers from the Numbering Administrators.
6. As proof of facilities readiness, namely that Applicant is capable of providing service within sixty (60) days of the numbering resources activation date, Applicant submits that it already has interconnection with the PSTN pursuant to a commercial arrangement that provides access to the PSTN; in particular, Applicant has an agreement with its carrier partner, Inteliquent, who, in turn, has interconnection agreements in effect with all of the relevant local exchange carriers for the states that are the subject of the Application and in which such carriers provide access to the PSTN, including AT&T, Verizon, and CenturyLink. Applicant further states that it has in place the practices and procedures that already enable it to successfully route and port numbers as a licensed CLEC in Kentucky, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Utah, and Washington since 2015; in particular, Applicant has an OCN (090J), has an agreement with Inteliquent to support number routing, and has a full staff prepared for porting.
7. Applicant 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, 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154 and its 911 obligations under 47 CFR part 9.
8. As demonstrated by its successful operations as a licensed facilities based CLEC in Kentucky, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Utah, and Washington since 2015, and as a FCC International Bureau Section 214 licensed carrier since 2015, Applicant certifies that it possesses the financial, managerial and technical expertise to provide reliable service. Attached hereto as Attachment A is the Applicant's Organizational Chart. Attached hereto as Attachment B are the names and descriptions of Applicant's key management and technical personnel. Applicant states that 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.
9. Applicant certifies pursuant to Sections 1.2001 and 1.2002 of the Commission's rules 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. See 21 U.S.C. § 862.

WHEREFORE, Applicant respectfully requests the Commission to grant this Application for numbering resources.

Respectfully Submitted,



Matt W. Dean
Regulatory Agent for Magna5 LLC
12316 Hidden Forest Blvd.
Oklahoma City, OK 73142
(405) 755-8177 x103
regcompliance@telecompliance.net

Magna5 LLC

LIST OF EXHIBITS

EXHIBIT A

Organizational Chart

EXHIBIT B

Biographies of Key Personnel

EXHIBIT A

Organizational Chart

Magna5 Organization Chart

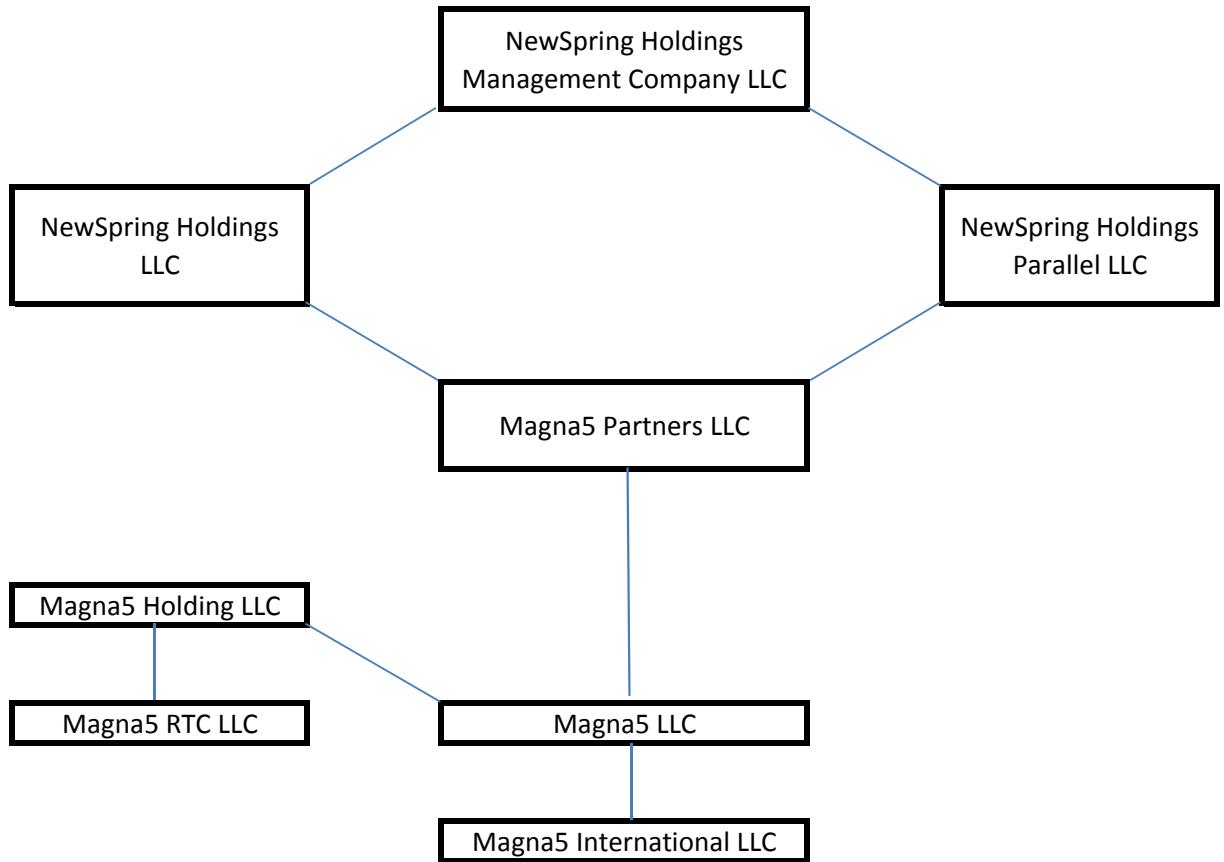


EXHIBIT B

Biographies of Key Personnel

Greg Forrest
Chief Executive Officer

Greg brings global perspective, entrepreneurial drive and proven successes to his role as CEO of Magna5. With a track record of building businesses through enterprise transformations and market consolidation strategies, Greg has extensive experience in leading and operating technology-enabled services businesses; all resulting in significant revenue growth, operating leverage and improved operational efficiencies. His past successes in creating shareholder value through financial performance, in both public and private companies, drove him to lead the initiative to lead the acquisition of three companies and bring them together as Magna5.

An enthusiastic, engaging leader driven to bring together teams of people within varied companies to drive greater successes, Greg is a talented c-level executive skilled in fostering business environments that encourage employees to exceed goals, all while keeping the service levels customer based and responsive to the changing needs of the marketplace. His has extensive expertise in Business Transformations, M&A, Integration, Compliance/Governance and Organizational Change Management.

He previously served as CEO/President of publicly-traded XETA Technologies (NASDAQ: XETA) with annual revenues of \$100M+ and headcount of 450 employees. He implemented growth strategies resulting in a 2X increase in revenue run rate, improved operating leverage while completing a business transformation and ultimately engineered the successful merger agreement with PAETEC Holding Corp. (now Windstream), acquired at \$5.50 per share, a 67% premium over average market closing price for previous six months. Greg also launched a US Geo for a Global Technology Service Provider located in Mumbai, India. The two-year outcome of this initiative resulted in a profitable \$50M U.S. operating entity where growth was achieved through acquisition and organic methods.

In 2011, Greg was recognized for his significant accomplishments by being named a Finalist of the Ernst and Young Entrepreneur of the Year Award. Greg is a graduate of the University of Washington.

Joe O'Hara
Chief Financial Officer

Chief Financial Officer Joe O'Hara brings a wealth of financial acumen specific to the telecommunications industry to Magna5. In his role, he oversees corporate finance and accounting functions for the company, including financial reporting, planning and analysis.

Before joining Magna5 in January 2017, Joe was the CFO of ANPI, LLC where he led various initiatives of corporate development activity, including the launch of a start-up subsidiary and other business expansion initiatives. During his time at ANPI, Joe was in a variety of finance roles, including Director of Finance and Accounting.

While responsible over the finance function, he worked to secure equity capital for the organization through multiple private placement offerings and by establishing commercial debt facilities, providing capital for the organization to successfully pursue its growth initiatives.

Throughout his time at ANPI, Joe worked closely with the Chief Executive Officer and the Board of Directors regarding the strategic focus of mergers and acquisitions activity and led critical activities surrounding due diligence, structuring, negotiations and final documentation.

Joe is a licensed Certified Public Accountant in Texas and Illinois, and is accredited in business valuation. He also holds a Masters of Business Administration degree with a concentration in finance from the University of Illinois at Urbana-Champaign.

Dan Horton
Chief Information Officer

Dan brings 25 years of telecommunications and operations experience to Magna5 and is dedicated to providing strong leadership skills in technology management and product development.

Dan served as the Chief Technology Officer at X5 Solutions, one of the companies brought together to make up Magna5, overseeing the day-to-day operations and operational strategy at one of the largest telecommunications providers in the Pacific Northwest.

Before his tenure at X5 Solutions, he was co-founder and Chief Technology Officer of Who's Calling, where he focused on growing the company from a start-up to \$75 million in annual sales. Throughout his career in the telecommunications industry, Dan held many executive positions, exhibiting his abilities to respond to the changing needs a company, no matter the title he held; from COO to CIO, CTO and VP of Engineering in CLECs, ISPs and IXCs, Dan's varied experience in dealing with all aspects of operational management, engineering and development, product management, network management and vendor management is extensive. He has unique experience bridging technology, business strategy, product development and operations together while transforming these elements from concepts to business success.

Service Exhibit
Host Switch and Transport Services

Under this Service Exhibit and the terms of the Master Services Agreement (“MSA”) between X5 OpCo, LLC. (“Customer”) and Inteliquent, Inc. (“Carrier”) dated February 22, 2016, Customer will receive and Carrier will provide Host Switch and Transport Services (the “Services”). In the event of a conflict between a term in this Service Exhibit and a term in the MSA, the term in this Service Exhibit will govern with respect to the Services. The definitions in the MSA apply to any term that is not defined in this Service Exhibit. This Service Exhibit is effective on February 22, 2016 (“Effective Date”).

1. List of market(s). Carrier will provide the Services in the LATAs set forth on Exhibit 1. The parties may add additional markets by executing “Service Orders” that set out by LATA the relevant charges and any additional terms and conditions agreed to by the parties.

2. The Services; and Certain Definitions.

2.1 For the purposes of this Service Exhibit:

- a. “Host Switch” has the meaning defined in the next paragraph.
- b. “ILEC” means an Incumbent Local Exchange Carrier.
- c. “Inbound Traffic” means all inbound traffic terminating to Customer under this Agreement.
- d. “IXC” means an Inter-exchange Carrier
- e. “Local Traffic” means calls that Carrier receives from the ILEC over its local trunks with the applicable ILEC. “Local Traffic” includes traffic originating from a third party that the ILEC treats as local transit traffic.
- f. “Local Transit Traffic” means calls that Carrier receives over its local transit service trunks from an On-net carrier. “Local Transit Traffic” excludes Local Traffic.
- g. “Off-net carrier” or “Off-net IXC carrier” means a third party carrier to which Carrier is not directly connected.
- h. “On-net carrier” or “On-net IXC carrier” means a third party carrier to which Carrier is directly connected. In no event will the ILEC be an On-net carrier or On-net IXC carrier.
- i. “Switched Access Traffic” means InterLATA or IntraLATA toll calls terminating to Customer via Carrier’s FGD tandem.

2.2 Customer may use Carrier’s interconnection trunks to the applicable ILECs by populating Carrier’s switch (the “Actual SW ID” in the LERG for Customer’s NPA/NXX’s for the purpose of receiving:

- a. Local Traffic originating from an ILEC subscriber; and

b. Local Traffic originating from a non-ILEC subscriber transited by the ILEC via the ILEC's local transit service.

2.3 Customer will receive from Carrier Local Transit Traffic that originates from Carrier's third party provider customers and terminates to Customer via Carrier's tandem.

2.4 Customer will populate Carrier's access tandem as the originating and terminating FGD Tandem for Customer's NPA/NXX's so that Switched Access Traffic will be terminated from IXCs via Carrier's access homing tandem service.

3. **Transport Services.** Carrier will receive all Local Traffic, Local Transit Traffic and Switched Access Traffic calls and transport such traffic (the "Transport Service") to Customer using the interconnection facilities set out in Section 4.

4. **Interconnection.** The parties plan to connect using a public IP connection. If the parties subsequently elect to interconnect using a GigE transport facility, Customer will pay Carrier the charges mutually agreed to by the parties in writing for such interconnection. Separate trunk groups will be used for calls terminating to calling card applications. Separate trunk groups will also be used for any other service provided by Carrier, such as Carrier's DID service.

Customer will not send any outbound traffic under this Service Exhibit. Any outbound traffic must be sent under a separate agreement using separate trunk groups.

5. **Term:** Commencing on the date set forth underneath Customer's signature, the initial term of this Agreement is one year. The term will automatically renew on a month to month basis, unless terminated by written notice provided by either Party to the other no less than 90 days prior to the end of the initial term or 30 days prior to any renewal term. Notwithstanding the foregoing, Customer may terminate this Agreement on 30 days' notice if Carrier exercises its right to adjust the rates and fees (as set forth in Section 6 or in Exhibit 1).

6. **Monthly Charges.** In exchange for the Services, Customer will pay the charges set forth on Exhibit 1. Carrier may adjust the prices by providing Customer with 60 day's prior written notice.

7. **Customer Responsibilities.** Customer will: (a) enter into and maintain an interconnection agreement ("ICA") with the ILECs serving the local calling area in which the Host Switch is located, (b) meet all 911 requirements, including 911 interconnections or waivers, (c) meet any local number portability (LNP/LRN) requirements, (d) obtain a POI CLLI (common language location identifier) code in the serving LATA to home its NPA/NXX's, (e) populate Carrier's end-office switch in the LERG as the 'Actual SW ID' for purposes of receiving Local Traffic and Local Transit Traffic over the ILEC interconnection trunks and populate Carrier's access tandem as the originating and terminating FGD Tandem in the LERG with an effective date that has been agreed to by Carrier, and (f) meet any other responsibility normally associated with operating as a facilities based local service provider in the state in which the Host Switch is located.

Customer must also obtain and maintain LRN for delivery of 3rd Party Traffic to Customer in the applicable market.

8. **Carrier Responsibilities.** If applicable, Carrier will provide Customer with a letter of authorization (LOA) allowing Customer to use Carrier's Host Switch as the Actual Switch in the LERG. Upon the completion of installation and testing of interconnection facilities and

implementation of the Services using a Host Switch in a LATA, Carrier will notify Customer, in writing or email, that the Service is available for use.

9. Third Parties. Customer will not charge Carrier any amounts in connection with Local Traffic, Local Transit Traffic and Switched Access Traffic or otherwise under this Service Exhibit. Customer will be responsible for and indemnify Carrier against any and all charges levied by any third party telecommunications provider in connection with the Local Traffic, Local Transit Traffic and Switched Access Traffic, including any intercarrier compensation or termination charges. Customer will be responsible for Carrier's expenses, including reasonable attorneys' fees and expenses, incurred in successfully collecting any such amounts from Customer.

X5 OpCo, LLC


Customer Signature

Name: Nathan Bledsoe
Title: CTO

Inteliquest, Inc. acceptance
signature:


AB-Jol
3/16/16

INTERCONNECTION AGREEMENT

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

BETWEEN

Qwest Corporation

AND

Neutral Tandem, Inc.

For the State of Washington

April 21, 2010

**Agreement Number
CDS-100422-0002**

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Neutral Tandem, Inc. (CLEC), a Delaware corporation with offices at 1 South Wacker Drive, Suite 200, Chicago, Illinois 60606 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, 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 Washington, 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. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on July 21, 2013.

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.

Neutral Tandem, Inc.



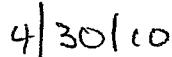
Signature

David Tatak

Name Printed/Typed

VP – Billing & Revenue Service

Title



Date

Qwest Corporation



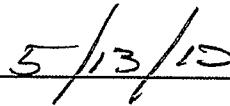
Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title



Date