

November 5, 2020

Marlene Dortch
Secretary
Federal Communications Commission
445 12th St. SW
Washington, DC 20554

Via ECFS

RE: WaveNation, LLC Application for Authorization to Obtain Number Resources Pursuant to Section 52.15(g) of the Commission's Rules

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, WaveNation, LLC hereby submits its application requesting authorization to obtain numbering resources. For any questions regarding this application please contact Julie Oost at (312) 878-4137.

Respectfully Submitted,

DocuSigned by:

Julie Oost

D864F87438A2433...

Julie Oost

WaveNation, LLC

Telephone: (312) 878-4137

Email: regulatory@peerlessnetwork.com

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

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

**APPLICATION OF WAVENATION, LLC
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

WaveNation, LLC (“WaveNation”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources as described below.

As set forth in 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 Sections 52.15(g)(3)(i)(A)-(G) of the Commission's Rules. WaveNation hereby requests the Commission grant it that authorization. In support of this application, WaveNation provides the following information:

¹ WC Docket No. 13-97, et al. (FCC 15-70), Report and Order, rel. June 22, 2015.

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

(A) § 52.15(g)(3)(i)(A)

Name: WaveNation, LLC

Address: 222 South Riverside Plaza, Suite 1900, Chicago, IL 60606

Telephone: 844-662-9283

Personnel qualified to address regulatory/compliance/911/law enforcement issues:

Julie Oost, VP of Regulatory Affairs & Contracts
222 S. Riverside Plaza, Suite 1900, Chicago, IL 60606
Phone: (312) 878-4137
Fax: (312) 757-4874
Email: regulatory@peerlessnetwork.com

(B) § 52.15(g)(3)(i)(B)

WaveNation 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; numbering authority delegated to the states; and industry guidelines and practices regarding numbering as applicable to telecommunications carriers.

(C) § 52.15(g)(3)(i)(C)

WaveNation 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)

WaveNation hereby provides its capability to provide service within 60 days of the numbering resources activation date. WaveNation has entered into an agreement with Peerless

Network. Under this agreement, Peerless Network will provide WaveNation with services which will allow WaveNation to use Peerless Network's interconnection trunks to exchange traffic with the Public Switched Network and other local exchange carriers. Furthermore, Peerless Network provisioned a trunk group for WaveNation. As proof of readiness, WaveNation provides: (1) **Exhibit A** – a Facilities Readiness confirmation document showing that WaveNation has established and activated a trunk group with Peerless Network, and (2) **Exhibit B** – relevant pages from an interconnection agreement between Peerless Network and an incumbent local exchange carrier.

(E) § 52.15(g)(3)(i)(E)

WaveNation hereby certifies that it will comply with applicable: Universal Service Fund Contribution obligations under 47 CFR part 54, subpart H; Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii); North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17, 52.32; regulatory fee obligations under 47 CFR § 1.1154; and 911 obligations under 47 CFR part 9.

(F) § 52.15(g)(3)(i)(F)

WaveNation hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. It is financially stable, is led by a strong, experienced team of individuals with substantial managerial experience in the telecommunications industry, and has sufficient technical expertise and infrastructure in place to provide reliable services. The WaveNation Key Personnel listed below have decades of experience in the telecommunications industry and have designed, built and maintained many telecommunications services.

WaveNation's key management and technical personnel are listed below. None of personnel listed below are being (or have been) investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

Key Personnel:

John Barnicle

President and Chief Executive Officer

John Barnicle has 30 years of leadership experience in the telecommunications industry. Prior to founding Peerless Network, John was President and Chief Executive Officer of Lynch Interactive Corp. where he led the effort to take the company private. Under his leadership the firm grew non-regulated revenue streams on a 20% annual pace and reduced the company's reliance on USF (Universal Service Fund) financial support.

Prior to Lynch Interactive Corp., John served as Co-founder, President and Chief Operating Officer of Neutral Tandem Inc. which he helped grow from inception to an annualized revenue run rate of over \$40 million in just 20 months. Under John's control, Neutral Tandem became EBITDA positive within 12 months of providing service. His leadership established the foundation for the company's successful Initial Public Offering in November 2007.

Prior to Neutral Tandem, John was Co-founder, President and Chief Operating Officer of Focal Communications Corp. With direct responsibility for all day-to-day activities of the company, John grew Focal to over \$350M in annualized revenue in less than six years, guided the company to an operating profit in its first full year of operations and was involved in raising over \$800 million in capital during that period, including a successful IPO in July 1999. John also held executive management roles at MFS Communications, Duff and Phelps Credit Rating Company and Centel Corporation.

Mr. Barnicle earned an M.B.A. in Finance from DePaul University and a B.S. in Electrical Engineering with an emphasis on RF communications systems from the University of Illinois at Champaign.

Lisa B. Neimark

Chief Financial Officer

Lisa B. Neimark has over 30 years of technical experience in finance and accounting and extensive practical experience transforming companies through mergers and acquisitions and organic revenue growth. Lisa has driven results by advising CEOs, boards of directors, senior executives, lenders and shareholders of public and privately held companies in complex transactions and financial and operational matters. She has been responsible for leading the execution of strategic transactions throughout the United States, Canada, Latin America, Europe and Asia and is consistently recognized as a dedicated, collaborative and principled leader with strong problem-solving and critical thinking skills.

Lisa has held CFO position at PSL North America, Palm Bay Academy, Johnson Publishing Company and other major companies. In addition, she has held executive level positions with firms such as Duff & Phelps, Macquarie Capital, Capstone Advisory Group and Ernst & Young Corporate Finance.

Lisa has a B.S. from Indiana University in Accountancy and successfully completed the Executive Program at Kellogg School of Business, Northwestern University.

Richard Knight

Executive Vice President of Sales and Marketing

Rick has 25 years of award-winning business building experience including launching of new technologies and products, creating local and national marketing programs, acquiring new customers and directly impacting corporate margins by increasing gross revenues. Rick has developed, sold, supported, engineered and implemented customer solutions that achieved high-margin revenues and his experience includes Fortune 500, affinity and wholesale market segments.

As Executive Vice President of Sales and Marketing for TeleGuam Holdings, Rick was responsible for developing sales and support teams and interconnections agreements while selling mobile, long distance, data and local services. Rick's efforts included the development of national, business and residential account teams focused on revenue generation while maintaining margins in excess of 75%. Rick has held senior management positions with Focal Communications Corporation and MCI.

Rick earned a B.A. from the University of Iowa in 1985 and a M.B.A. from DePaul University.

Jim Brewer

Senior Vice President, Emerging Business

Jim Brewer has more than 20 years of experience of driving results within the telecommunications industry. Jim brings extensive knowledge of designing, deploying and operating carrier-class VoIP and IMS networks and services to Peerless Network. As co-founder of Peerless Network and Senior Vice President, Emerging Businesses, Mr. Brewer is responsible for voice, messaging, UCaaS architecture/engineering, software development of the Peerless Portal and all related products, software development of the Peerless LCR and all ancillary call routing applications.

Prior to Peerless, Jim served as Manager of VoIP Engineering for Focal Communications, where he supervised the successful launch of the wholesale VoIP service. Following the company's acquisition by Broadwing Communications, he oversaw the VoIP engineering team and managed the integration of the Broadwing and Focal Communications networks.

Jim studied computer engineering at the University of Iowa and holds a bachelor's degree in telecommunications management from DeVry University.

Tony Hiller

Executive Vice President Operations and Engineering

Tony Hiller brings more than 23 years of experience in the telecom industry to Peerless Network. Throughout his career, he has successfully helped teams design, optimize and operate carrier networks while maximizing performance at minimal cost. Tony is co-founder of Peerless and serves as Senior Vice President, Engineering and Architecture. In his role, he oversees design, build, deployment and engineering of the company's network, systems and facilities. Tony co-authored several of the company's key patents.

Tony previously led teams at Level3 and Broadwing Communications overseeing network engineering, planning, architecture and internet peering. During his time at Level3, he assisted with the post-acquisition integration of multiple acquired networks, including Broadwing's. He also held key positions at Broadwing Communications, Focal Communications and Interaccess Corp.

Tony studied computer science and human computer interaction at DePaul University.

Bob Sherman

Vice President, Information Technology

Bob Sherman has over 20 years of experience in the telecommunications industry. Bob was one of the initial employees at Peerless and currently serves as Vice President, Information Technology. In his role, he is responsible for overseeing application design and development activities related to CRM, order management, CDR collection, usage rating, billing and reporting. He has extensive knowledge of the back-office application infrastructure required to run a telecommunications business.

Prior to Peerless, Bob worked on various ordering, provisioning, billing and reporting systems at Level3, Broadwing Communications and Focal Communications. Prior to Focal, Bob was a senior manager in the Management Consulting and Technology Services unit of PriceWaterhouseCoopers (now IBM Business Consulting). In that role, Bob worked at several Fortune 500 companies in the transportation, retail and healthcare industries.

Bob earned a bachelor's degree in Engineering from the University of Illinois at Champaign-Urbana.

Julie Musselman Oost

Vice President of Regulatory Affairs & Contracts

Julie has 25 years of experience in the regulatory and contracts space with a demonstrated ability to manage federal, state and local regulatory and contractual issues. In her current role as Vice President of Regulatory Affairs and Contracts, Julie provides leadership and direction for Peerless' regulatory initiatives and compliance and performs a wide range of transactional activities, including contract drafting, negotiation and review with an emphasis on sales contracts, vendor contracts, inter-carrier contracts and disputes, NDAs and sales bid responses. Julie also represents Peerless in regulatory matters before government agencies, including the FCC and state public utility regulatory commissions, and in industry associations, including the North American Numbering Council (NANC).

Prior to joining Peerless, Ms. Oost spent 10 years as an economist at Kelley Drye & Warren LLP in its Chicago office where she provided economic counsel and public policy guidance to communications and energy clients on federal, state and local regulatory issues focusing on the development of briefs, testimonies and other regulatory filings. Prior to Kelley Drye, Julie was a senior policy advisor to Commissioners Karl A. McDermott and Terry S. Harvill, and an economic analyst in the policy section of the Telecommunications Division at the Illinois Commerce Commission. Julie has also worked for Argonne National Laboratory and the Center for Regulatory Studies. Julie earned a M.S. in Regulatory Economics and a B.A. in Finance and Economics from Illinois State University in Bloomington-Normal, Illinois.

(G) § 52.15(g)(3)(i)(G)

WaveNation 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), WaveNation will maintain the accuracy of all contact information and certifications in this application; comply with applicable Commission numbering rules and industry guidelines; file requests for numbers with relevant state commission(s) at least thirty days before requesting numbers from the Number Administrators; and provide 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 Commissions' Rules, WaveNation respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully Submitted,

DocuSigned by:

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Julie Oost
VP, Regulatory Affairs & Contracts
WaveNation, LLC
222 S. Riverside Plaza, Suite 1900
Chicago, IL 60606
Telephone: (312) 878-4137
Fax: (312) 757-4874
Email: regulatory@peerlessnetwork.com

Date: November 5, 2020

LIST OF EXHIBITS

Exhibit A: Facilities Readiness Confirmation

Exhibit B: Interconnection Agreement

Exhibit C: State(s) in which WaveNation may request telephone number resources for initial roll-out

EXHIBIT A



To whom it may concern:

This notification is provided to validate that the following trunk group(s) have been completed, activated and are in-service for WaveNation, LLC.

Peerless Network Customer: **WaveNation, LLC**

Date of Activation: **11/19/2020**

LD trunk groups

CHI05NBS27: CHI27WAVE000NG50001

DAL01NBS27: DAL27WAVE000NG50001

IP Control groups

CHINBS05: C5372_SIP_WNWIRELESS

NYCNBS06: C5372_SIP_WNWIRELESS

peerless network

Julie M. Oost | VP Regulatory Affairs and Contracts
222 S. Riverside Plaza, Suite 1900 | Chicago, IL 60606
O: 312.878.4137 | JOost@peerlessnetwork.com
Website: www.peerlessnetwork.com

EXHIBIT B

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
Associate General Counsel – NY & CT



October 16, 2007

BY HAND

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

**Re: Interconnection Agreement between
Verizon New York Inc. and Peerless Network of New York, LLC**

Dear Secretary Brilling:

Enclosed please find the Interconnection Agreement, effective October 11, 2007, between Verizon New York Inc. and Peerless Network of New York, LLC. The contact person for Peerless Network of New York, LLC is:

Scott Kell
Peerless Network of New York, LLC
27 North Wacker Street, Suite 244
Chicago, IL 60606
(312) 282-9323
skell@peerlessnetwork.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: Scott Kell (By E-Mail)

AGREEMENT

by and between

PEERLESS NETWORK OF NEW YORK, LLC

and

VERIZON NEW YORK INC.

FOR THE STATE OF

NEW YORK

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of October 11, 2007 (the "Effective Date"), between Peerless Network of New York, LLC ("PN"), a Limited Liability Company organized under the laws of the State of Delaware, with offices at 27 N. Wacker St., Suite 444, Chicago, IL 60606 and Verizon New York Inc. ("Verizon"), a corporation organized under the laws of the State of New York with offices at 140 West Street, New York, NY 10007 (Verizon and PN may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and PN hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and PN.

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 until October 10, 2009 (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 PN 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 PN or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN 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 PN and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PN 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 PN 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

SIGNATURE PAGE

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

PEERLESS NETWORK OF NEW YORK, LLC

By:



Printed: Scott Kell

Title: SVP Operations and Engineering

VERIZON NEW YORK INC.

By:



Printed: Gary Librizzi

Title: Director - Negotiations

EXHIBIT C

EXHIBIT C

WaveNation, LLC (“WaveNation”) anticipates requesting telephone number resources in several states during its initial roll-out, including New York, Illinois, Florida, Texas and others.

As WaveNation expands, it will request numbers in additional states.

WaveNation will file 30-day notices with the state public utility commissions before requesting numbers from the numbering administrator.