



151 Southhall Lane, Ste 450
Maitland, FL 32751
P.O. Drawer 200
Winter Park, FL 32790-0200
www.inteserra.com

October 7, 2021
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 Global Net Communications, Inc.; Application of Global Net Communications, Inc. for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules, WC Docket No. 20-

Dear Ms. Dortch,

Pursuant to Section §52.15(g)(3)(i) of the Commission's Rules,¹ Global Net Communications, Inc. ("Global Net") hereby submits its Application for Authorization to Obtain Numbering Resources.

Global Net respectfully requests that, pursuant to Sections §0.457 and §0.459 of the Commission's Rules,² 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").³ Moreover, Global Net would suffer substantial competitive harm if this information were disclosed.

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

In support of this request, Global Net hereby states the following:

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

Global Net seeks confidential treatment of **Exhibit A** to its Application.

2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.

Global Net is submitting as **Exhibit A** the agreement between its carrier partner as proof of Global Net's facilities readiness as required by Section 52. 15(g)(3)(i)(D) of the Commission's Rules.

¹ 47 C.F.R. § 52.15(g).

² 47 C.F.R. § 0.457 & §0.459.

³ See 5 U.S.C. § 552(b)(4). Public disclosure is not required for "trade secrets and commercial or financial information obtained from a person and privileged or confidential."

3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGED.

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

4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERN'S A SERVICE THAT IS SUBJECT TO COMPETITION.

Exhibit A contains information relating to commercial matters which can be used by other interconnected VoIP providers to compromise Global Net's position in the highly competitive interconnected VoIP business sector. Detailed operations and commercial information of the type provided by Global Net could compromise Global Net's position in this highly competitive industry. Accordingly, release of this information would result in substantial competitive harm to Global Net.

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

Competitors could use Global Net's proprietary commercial and operational information to Global Net's detriment as they would gain access to sensitive information concerning Global Net's commercial agreements, as well as information as to how Global Net provides its services. The prices and terms for the provision of such services are a substantial differentiator between competing carriers. Therefore, disclosure of the Carrier Agreement would result in significant competitive harm to Global Net's carrier partner. This information is not normally disclosed to the public.

6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.

Global Net has not distributed the information in **Exhibit A** to the public; Global Net is prohibited by contract from publicly disclosing the Carrier Agreement, except as expressly authorized by the carrier partner.

7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.

Global Net does not believe that the Carrier Agreement is available to the public or that the Carrier Agreement has ever been disclosed to third parties absent the protection of a non-disclosure agreement regarding their contents.

8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.

Global Net requests that **Exhibit A** be withheld from public disclosure indefinitely. Global Net and its carrier partner intend for the Carrier Agreement to remain in effect indefinitely and therefore any disclosure of the Carrier Agreement or their substance would cause competitive harm to Global Net's carrier partner regarding of the timing of the disclosure.

9. OTHER INFORMATION THAT GLOBAL NET BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.

The information concerns Global Net's proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

For the foregoing reasons, Global Net respectfully requests the Carrier Agreement be granted confidential status and withheld from public inspection.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon R. Warren

Sharon R. Warren
Consultant

tms: FCx2101

SW/mp

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

In the Matter of)
)
Global Net Communications, Inc.)
For Authorization to Obtain Numbering) WC Docket No. 21-_____
Resources Pursuant to Section 52.15(g) of)
the Commission's Rules)

**APPLICATION OF GLOBAL NET CORPORATION FOR
AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

Global Net Communications, Inc. (“Global Net” or “Company”), pursuant to Section 52.15(g)(3)(i) of the Commission’s Rules, respectfully requests authorization to obtain numbering resources 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. Global Net hereby requests the Commission grant it that authorization, which is also in part being requested to participate in STIR/SHAKEN. In support of this application, Global Net provides the following information:

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

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

A. § 52.15(g)(3)(i)(A)

Name: Global Net Communications, Inc.
Address: 2040 S. Alma School Road
Suite 1499
City: Chandler
State: AZ
ZIP Code: 85286
Telephone: 480-503-9298

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

Name: Christian Banister, President
Address: 2040 S. Alma School Road
Suite 1499
City: Chandler
State: AZ
ZIP Code: 85286
Telephone: 480-503-9298
Email: christian@globalnetcommunications.com

B. § 52.15(g)(3)(i)(B)

Global Net 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. The Company hereby also acknowledges that grant of the authorization sought by this application 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 Arizona, with expansion into bordering states such as Nevada after its initial request in Arizona. Accordingly, to the extent required, Global Net requests the Commission grant it authority to obtain numbering resources in all states.

C. § 52.15(g)(3)(i)(C)

Global Net hereby acknowledges that it must file requests for numbers with the relevant state commissions at least (30) days before requesting numbers from the Numbering Administrators.

D. § 52.15(g)(3)(i)(D)

Global Net submits that it is capable of providing service within (60) days of the numbering resources activation date in accordance with Commission Rule Section 52.15(g)(2)². The Company was founded in 1995 by a highly experienced telecommunications professional with skilled technical experience in providing these services. Global Net currently provides small carriers access to Line Information Databases (LIDB) in real time. The Company is expanding its service offerings to include regulated telecom services utilizing the numbering resources they will secure once this Authority is granted. The Company plans to initially offer services in the state of Arizona utilizing the facilities of its CLEC partner with which it has an agreement in place for routing traffic to the PSTN. The Company has entered into an Interconnection Agreement with a CLEC partner to provide interconnection to the PSTN for routing its VoIP traffic to ILECs. A copy of this agreement is attached as *Exhibit A* to this Application. Global Net respectfully requests this agreement be accorded confidential treatment, pursuant to §0.459 of the Commission's rules.³ As described in the agreement, the CLEC partner will host the Company's numbers on its switches and provide connectivity to the PSTN for inbound calls to Global Net numbers. As *Exhibit B*, Global Net provides a current interconnection agreement between its CLEC partner and an incumbent local exchange carrier ("ILEC").

E. § 52.15(g)(3)(i)(E)

Global Net 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

² 47 C.F.R. §52.15(g)(2).

³ 47 C.F.R. §0.459. The agreement contains trade secret information that is not publicly available, the disclosure of which would cause economic harm to Global Net.

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)

Global Net hereby 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. With its deep knowledge of the telephone network, the Company plans to deploy that experience, including its least cost routing engine, and offer small and medium sized companies the ability to move away from TDM PSTN access to an all-IP PSTN connection. In the Company's opinion, there is a lack of available solutions that offer competitive pricing, as well as guidance and support to help small businesses implement an all-IP PSTN connection. It believes it can effectively address this problem. Global Net has already established and certified with their CLEC partner the necessary trunks required to support the service. The management team has extensive knowledge and experience in processing LNP orders and other processes required to successfully route calls between other carriers and interconnected VoIP providers. Global Net'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:

- Christian Banister – President
- Scott Lake – VP of Network Engineering
- Max Banister – Director of Software Engineering & Embedded Systems

G. § 52.15(g)(3)(i)(G)

Global Net 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), Global Net 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. Global Net 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, Global Net Communications, Inc. respectfully requests the Commission grant this Application for authorization to obtain numbering resources directly from the Numbering Administrators.

Respectfully submitted,

/s/ Sharon R. Warren
Sharon R. Warren, Consultant
Inteserra Consulting Group, Inc.
151 Southhall Lane, Suite 450
Maitland, FL 32751

Submitted on October 7, 2021

Exhibit A

**AGREEMENT BETWEEN GLOBAL NET
COMMUNICATIONS, INC. AND CARRIER PARTNER**

(Confidential exhibit submitted separately)

Exhibit B

**AGREEMENT BY AND BETWEEN PEERLESS
AND
CENTURYLINK - AZ**

INTERCONNECTION AGREEMENT

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

BETWEEN

Qwest Corporation

and

Peerless Network of Arizona, LLC

For the State of Arizona

**Agreement Number
CDS-090513-0001**

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Peerless Network of Arizona, LLC, a Colorado Corporation with offices at 225 West Washington Street, Suite 1285, Chicago, IL 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 Arizona, 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 September 20, 2012.

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

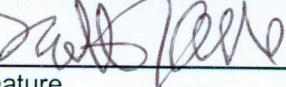
5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and state law, as amended from time to time.

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.

Peerless Network of Arizona, LLC



Signature

Scott Kell

Name Printed/Typed

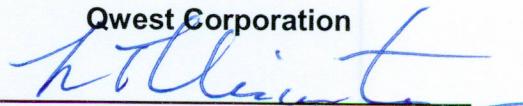
Chief Operating Officer

Title

May 20, 2009

Date

Qwest Corporation



Signature

Larry Christensen

Name Printed/Typed

Director-Wholesale Contracts

Title

5/26/09

Date