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February 22, 2018
Via ECFS Filing

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

RE: ***Supplemental Information for Application of HD Carrier, LLC for Authorization to Obtain Numbering Resources Pursuant to Section 52.15(g) of the Commission's Rules***
WC Docket No. 17-241

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, HD Carrier, LLC ("HD Carrier") hereby submits the following supplemental information to its application requesting authorization to obtain numbering resources.

1. HD Carrier is a VoIP provider.
2. Josh Lowenthal's direct number is 725-333-1011.
3. Keith Williams serves as Director of Network Services and can be contacted at 725-333-1013 or keith@hdcarrier.com.
4. Please see attached CA ICA with PacBell evergreen provision.

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

cc: Josh Lowenthal - HD Carrier
tms: FCCx1701b

CR/gs

such UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC-12STATE's incumbent local exchange areas. In addition, AT&T is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in AT&T's current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an AT&T incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with AT&T has been approved by the relevant state Commission and is in effect.

2.0 EFFECTIVE DATE, TERM, AND TERMINATION

2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the California Public Utility Commission (the "Commission") approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

2.2 The Agreement shall expire on November 27, 2011. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.

2.2.1 If either Party serves Notice of Expiration pursuant to Section 2.2, CLEC shall have twenty (20) calendar days to provide AT&T written confirmation if CLEC wishes to pursue a successor agreement with AT&T or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with AT&T, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with AT&T under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with AT&T in its, as applicable, Notice of Expiration or the written confirmation required after receipt of AT&T's Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement, except those described in Sections 2.4 and 48.

2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes

effective or (iii) the date that is ten (10) months after the date on which AT&T received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies. If CLEC requests negotiation of a successor agreement, the rates, terms and conditions of this Agreement will continue in effect during the pendency of the parties' negotiations and, if applicable, arbitration.

- 2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 48 below.
- 2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, other than as set forth in Section 10, and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 2.5 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.
- 2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 2.5, AT&T and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, AT&T shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. AT&T and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to AT&T in connection with this transition of service.

3.0 CHANGE IN LAW; RESERVATION OF RIGHTS

- 3.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the Parties before the Commission. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable California statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and California statutes, rules, regulations and Orders. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) that are issued, rendered, or adopted after January 23, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: the impairment proceedings that will be heard before the Commission and any pending appeals that relate to, or arise from, the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) (the "TRO") and the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA") For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable California statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable