

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

HDC Epsilon 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").<sup>1</sup> HDC Epsilon is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA<sup>2</sup>. Moreover, HDC Epsilon would suffer substantial competitive harm if this information were disclosed.<sup>3</sup>

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

<sup>1</sup> 5 U.S.C. § 552(b)(4).

<sup>2</sup> See *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992).

<sup>3</sup> 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 rules<sup>4</sup>, HDC Epsilon hereby states as follows:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.<sup>5</sup>**

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

**2. DESCRIPTION OF CIRCUMSTANCES GIVING RISE TO THE SUBMISSION.<sup>6</sup>**

HDC Epsilon is submitting as Exhibit A the agreement between it and its carrier partner, as proof of HDC Epsilon'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.<sup>7</sup>**

The information for which HDC Epsilon seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between HDC Epsilon and its carrier partner and contains proprietary commercial information concerning HDC Epsilon's network, customers, and services.

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>9</sup>**

Exhibit A contains information relating to commercial matters that could be used by competitors to HDC Epsilon's disadvantage. HDC Epsilon 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 Epsilon could compromise HDC Epsilon's position in this highly competitive industry. Release would therefore result in substantial competitive harm to HDC Epsilon.

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<sup>4</sup> 47 C.F.R. § 0.459(b).

<sup>5</sup> 47 C.F.R. § 0.459(b)(1).

<sup>6</sup> 47 C.F.R. § 0.459(b)(2).

<sup>7</sup> 47 C.F.R. § 0.459(b)(3).

<sup>8</sup> 47 C.F.R. § 0.457(d)(2).

<sup>9</sup> 47 C.F.R. § 0.459(b)(4).

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM<sup>10</sup>**

Competitors could use HDC Epsilon's proprietary commercial and operational information to HDC Epsilon's detriment as they would gain access to sensitive information about how HDC Epsilon provides services as well as about HDC Epsilon'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.<sup>11</sup>**

HDC Epsilon 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.<sup>12</sup>**

HDC Epsilon 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.<sup>13</sup>**

HDC Epsilon 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.

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<sup>10</sup> 47 C.P.R. § 0.459(b)(5).

<sup>11</sup> 47 C.P.R. § 0.459(b)(6).

<sup>12</sup> 47 C.F.R. § 0.459(b)(7).

<sup>13</sup> 47 C.F.R. § 0.459(b)(8).

9. **OTHER INFORMATION THAT HDC EPSILON BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.**<sup>14</sup>

The information concerns HDC Epsilon'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 Epsilon, LLC

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

CR/gS

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<sup>14</sup> 47 C.F.R. § 0.459(b)(9).

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

<i>In the Matter of</i>	)	
	)	
HDC Epsilon, 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 EPSILON, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

HDC Epsilon, LLC ("HDC Epsilon"), 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*,<sup>1</sup> 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 Epsilon 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 Epsilon, LLC
Address:	170 S. Green Valley Pkwy. Suite 300
City:	Henderson
State:	Nevada
ZIP Code:	89012
Telephone:	844-853-5555
Website:	<a href="https://epsilon.hdcarrierholdings.com">https://epsilon.hdcarrierholdings.com</a>

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<sup>1</sup> *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: 844-853-5555

**B. § 52.15(g)(3)(i)(B)**

HDC Epsilon 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 Epsilon 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 CA.

**C. § 52.15(g)(3)(i)(C)**

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

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

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

**E. § 52.15(g)(3)(i)(E)**

HDC Epsilon 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 Epsilon 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 Epsilon'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 Epsilon 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.

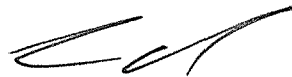
## **II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(g)(3)(iv)**

As required by Section 52.15(g)(3)(iv), HDC Epsilon 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 Epsilon 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 Epsilon respectfully requests the Commission grant this application for authorization to obtain numbering resources.

Respectfully submitted,



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Carey Roesel, Consultant  
Inteserra Consulting Group, Inc.  
407-740-3006  
[croesel@inteserra.com](mailto:croesel@inteserra.com)

and

David Erickson, Managing Member  
HDC Epsilon, LLC  
844-853-5555  
[info@epsilon.hdcarrierholdings.com](mailto:info@epsilon.hdcarrierholdings.com)

October 8, 2019



**Exhibit A**

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

**(Confidential exhibit submitted separately)**

**Exhibit B**

**(for each state listed)**

**INTERCONNECTION AGREEMENTS BY AND**

**BETWEEN**

**CARRIER PARTNER**

**AND**

**PACIFIC BELL TELEPHONE COMPANY**

**D/B/A AT&T CALIFORNIA**

**AND**

**VERIZON CALIFORNIA INC.**



February 11, 2011

VIA E-MAIL (stthomas@tminc.com)

Sharon Thomas  
Consultant  
Technologies Management, Inc.  
2600 Maitland Center Parkway  
Suite 300  
Maitland, FL 32751

**Re: Wide Voice, LLC's Adoption Request under Section 252(i) of the Act**

Dear Sharon Thomas:

On February 01, 2011, AT&T received your letter dated February 01, 2011, via facsimile, in which you requested on behalf of Wide Voice, LLC ("Wide Voice") to adopt the California Interconnection Agreement between Pacific Bell Telephone Company d/b/a AT&T California<sup>1</sup> ("AT&T California") and Comity Communications, LLC ("Comity") (the "Separate Agreement"). The adoption will include any and all approved amendments to the Separate Agreement (collectively the "MFN Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act") and Resolution ALJ-181 Rule 6.

AT&T California accepts Wide Voice's request to adopt the Separate Agreement.<sup>2</sup>

The entire MFN Agreement between Wide Voice and AT&T California shall expire on November 27, 2011. Please note that the MFN Agreement may be terminated by either Party in writing in accordance with its terms.

In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

AT&T California notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T California has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no

<sup>1</sup> Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

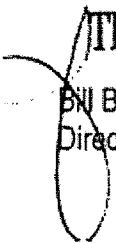
<sup>2</sup>AT&T's agreement that Carrier may adopt the MFN Agreement in its entirety, including the rates, terms and conditions for ISP Bound Traffic and all legitimately related terms, shall not constitute or otherwise be interpreted as a waiver of AT&T's position that All Traffic Adopting FCC Interim Terminating Compensation Plan is not governed by Section 251(b)(5) of the Act. Rather, AT&T fully reserves all of its rights and arguments as to its position that, consistent with the FCC's ISP Compensation Order, All Traffic Adopting FCC Interim Terminating Compensation Plan is not governed by Section 251(b)(5) of the Act.

further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the MFN Agreement (to the extent applicable).

Finally, it is AT&T California's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all other rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

It is with this understanding and on these terms that AT&T California is hereby accepting Wide Voice's request to adopt the MFN Agreement. Should the foregoing not accurately reflect your understanding of the Parties' agreement, please contact Suzette Quate at (214) 858-0726 or Eric Peterson at (214) 858-0716 on or before 3:00 p.m. C.S.T. on February 14, 2011. If AT&T California does not hear from you on or before that time, AT&T California will assume that the Parties have reached a final agreement as to Wide Voice's adoption request based upon the terms and conditions set forth herein.

Sincerely,

 **WENA RYLANDER**  
Bill Bockelman  
Director

cc: John M. Leutza, Director  
Telecommunications Division  
California Public Utilities Commission  
505 Van Ness Avenue, 3rd Floor  
San Francisco, CA 94102

# **INTERCONNECTION AGREEMENT- CALIFORNIA**

**between**

**Pacific Bell Telephone Company  
d/b/a AT&T California**

**and**

**Comity Communications, LLC**

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

**AGREEMENT**

**by and between**

**YMAX COMMUNICATIONS CORP.**

**and**

**VERIZON CALIFORNIA INC.**

**FOR THE STATE OF**

**CALIFORNIA**

- 1.1 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 June 25, 2008 (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 Ymax 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 Ymax or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Ymax 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 **Error! Reference source not found.**), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Ymax and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Ymax 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 Ymax 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**





Law Office of Kristopher E. Twomey, P.C.  
LoKT Consulting

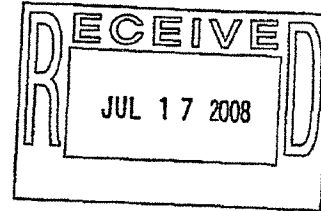
Counsel to the Competition®

Email: [kris@lokt.net](mailto:kris@lokt.net)  
Direct: 510/285-8012

July 16, 2008

Via DHL

Director, Contract Performance and Administration  
Verizon Communications, Wholesale Markets Division  
600 Hidden Ridge, HQE3D52  
Irving, TX 75038



**NOTICE OF ADOPTION**  
***Under Section 252(l) of the Communications Act of 1934***

To Whom It May Concern:

This letter provides notice to Verizon Communications, Inc. that pursuant to Section 252(l) of the Communications Act, and the revised version of Rule 7.1 attached to Resolution ALJ-181 of the California Public Utilities Commission, Wide Voice, LLC<sup>1</sup> has elected to adopt the Interconnection Agreement and all amendments thereto between Verizon Communications, Inc. and YMax Communications Corp.

Upon the passage of time provided in Resolution ALJ-181 and Rule 7.1 cited above, the above-referenced Agreement will become effective on August 4, 2008 as between Wide Voice, LLC and Verizon Communications, Inc. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kristopher E. Twomey'.  
Kristopher E. Twomey  
Counsel to Wide Voice, LLC

cc: CPUC

<sup>1</sup> The CPUC approved Wide Voice, LLC's application to become a competitive carrier on February 28, 2008 in D.08-02-020. Its utility number is U7061C.

1425 Leimert Boulevard, Suite 404  
Oakland, CA 94602  
Phone: 510 285-8010  
Fax: 510 868-8418

1725 I Street, NW, Suite 300  
Washington, DC 20006  
Phone: 202 250-3413  
Fax: 202 517-9175  
[www.lokt.net](http://www.lokt.net)

**From:** Moffitt, Theresa <[Theresa.Moffitt@FTR.com](mailto:Theresa.Moffitt@FTR.com)>  
**Sent:** Thursday, November 01, 2018 12:05 PM  
**To:** Nelson Fernandez <[nfernandez@inteserra.com](mailto:nfernandez@inteserra.com)>; Contract Management <[Contract.Management@ftr.com](mailto:Contract.Management@ftr.com)>  
**Subject:** RE: Wide Voice - Signed ICAs with Frontier

Nelson, Wide Voice adopted the YMAX agreement in CA, so there is no interconnection agreement signed or unsigned between Wide Voice and Frontier (formerly Verizon). We only have the commission order approving the adoption (which I previously sent to you) and the attached YMAX-Verizon agreement that contains all of the terms applicable to Wide Voice for this area. There is only one CA agreement because Frontier acquired the Verizon property covered by the Interconnection agreement in two separate transactions. Frontier's first acquisition was of a portion of the geographic area covered by the agreement and years later a second acquisition of the remaining geographic area. Each acquisition created a new Frontier entity, so that's why there are two separate Interconnection agreements reflecting the same Verizon interconnection agreement.

If you need anything else, please let me know

Theresa Moffitt, Esquire  
Manager, Interconnection and Contract Negotiation  
100 CTE Drive  
Dallas, PA 18612  
570-631-6269



**From:** Nelson Fernandez [<mailto:nfernandez@inteserra.com>]  
**Sent:** Tuesday, October 30, 2018 9:21 AM  
**To:** Moffitt, Theresa <[Theresa.Moffitt@FTR.com](mailto:Theresa.Moffitt@FTR.com)>; Contract Management <[Contract.Management@ftr.com](mailto:Contract.Management@ftr.com)>  
**Subject:** FW: Wide Voice - Signed ICAs with Frontier

Good morning. Sorry to be such a pain again, but I can't find the two Wide Voice ICAs with Frontier on our servers. I know that one is the adopted Verizon-YMax Communications ICA, but I don't have any information on the second ICA other than the recent VoIP Amendment.

Could you please send me the two unsigned ICAs when you get an opportunity?

Thanks again for your patience and assistance. Have a nice day.

Nelson Fernandez  
Consultant



Direct: 407-740-3004 | Main: 407-740-8575  
FAX: 407-740-0613 | [www.inteserra.com](http://www.inteserra.com)  
151 Southhall Lane, Suite 450, Maitland, FL 32751 (407-740-8575) immediately.