

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

HDC Delta 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 Delta 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 Delta 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."

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<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 Delta hereby states as follows:

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

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

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

HDC Delta is submitting as Exhibit A the agreement between it and its carrier partner, as proof of HDC Delta'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 Delta seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors"<sup>8</sup>. Exhibit A describes the agreement between HDC Delta and its carrier partner and contains proprietary commercial information concerning HDC Delta'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 Delta's disadvantage. HDC Delta 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 Delta could compromise HDC Delta's position in this highly competitive industry. Release would therefore result in substantial competitive harm to HDC Delta.

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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 Delta's proprietary commercial and operational information to HDC Delta's detriment as they would gain access to sensitive information about how HDC Delta provides services as well as about HDC Delta'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 Delta 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 Delta 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 Delta 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).

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

The information concerns HDC Delta'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 Delta, LLC

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

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 Delta, 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 DELTA, LLC  
FOR AUTHORIZATION TO OBTAIN NUMBERING RESOURCES**

HDC Delta, LLC ("HDC Delta"), 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 Delta 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 Delta, LLC
Address:	170 S. Green Valley Pkwy.
	Suite 300
City:	Henderson
State:	Nevada
ZIP Code:	89012
Telephone:	844-853-4444
Website:	<a href="https://delta.hdcarrierholdings.com">https://delta.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: 844-853-4444

**B. § 52.15(g)(3)(i)(B)**

HDC Delta 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 Delta 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 MA.

**C. § 52.15(g)(3)(i)(C)**

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

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

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

**E. § 52.15(g)(3)(i)(E)**

HDC Delta 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 Delta 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 Delta'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 Delta 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 Delta 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 Delta 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 Delta 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 Delta, LLC  
844-853-4444  
[info@delta.hdcarrrierholdings.com](mailto:info@delta.hdcarrrierholdings.com)

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**Exhibit A**

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

**(Confidential exhibit submitted separately)**

**Exhibit B**

**(for each state listed)**

**INTERCONNECTION AGREEMENTS BY AND  
BETWEEN  
CARRIER PARTNER  
AND  
VERIZON MASSACHUSETTS**

**AGREEMENT**

**by and between**

**WIDE VOICE, LLC**

**and**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**

**FOR THE COMMONWEALTH OF**

**MASSACHUSETTS**

- 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 31, 2015 (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 Wide Voice 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 Wide Voice or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Wide Voice 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 Wide Voice and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If Wide Voice 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 Wide Voice nor Verizon has requested negotiation of a new interconnection agreement (or, in accordance with Subsection 2.3(b), if no new agreement is reached by the date one (1) year after the proposed date of termination), then (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination (or in the case of termination in accordance with Subsection 2.3(b), at 11:59 PM Eastern Time on the date one (1) year after 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**

## SIGNATURE PAGE

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

**WIDE VOICE, LLC**

By: \_\_\_\_\_

Printed: Patrick J. Chicas

Title: President

**VERIZON NEW ENGLAND INC., D/B/A VERIZON  
MASSACHUSETTS**

By: \_\_\_\_\_

Printed: Michael H. Millegan

Title: <sup>VICE</sup> President – Verizon Global Wholesale