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\*ADMITTED IN DC ONLY

May 13, 2014

**Via Electronic Mail and Federal Express**

Catrice C. Williams  
Secretary  
Department of Telecommunications and Cable  
1000 Washington Street, Suite 820  
Boston, Massachusetts 02118

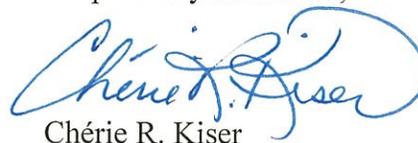
**Re: D.T.C. 11-16, Petition of Recipients of Collect Calls from Prisoners at  
Correctional Institutions in Massachusetts**

Dear Secretary Williams:

Global Tel\*Link Corporation (“GTL”), by its attorneys, hereby respectfully submits its Opposition to Motion for Leave to Late-File. Three (3) copies of this submission have been sent to the Hearing Officer, and one copy has been sent to each Department staff member listed on the service list per the Procedural Order issued February 27, 2014.

If you have any questions concerning this matter, please contact the undersigned.

Respectfully submitted,

  
Chérie R. Kiser

Counsel for Global Tel\*Link Corporation

Enclosures

cc: Service List

**Before the  
COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

**Petition of Recipients of Collect Calls from )  
Prisoners at Correctional Institutions in ) D.T.C. 11-16  
Massachusetts Seeking Relief from the )  
Unjust and Unreasonable Cost of such Calls )**

**GLOBAL TEL\*LINK CORPORATION'S  
OPPOSITION TO MOTION FOR LEAVE TO LATE-FILE**

Global Tel\*Link Corporation (“GTL”), by its attorneys, hereby opposes the Motion for Leave to Late-File submitted by Petitioners to the Massachusetts Department of Telecommunications and Cable (“Department”) in the above-referenced case on May 8, 2014.<sup>1</sup> In support of this Opposition, GTL states the following:

1. On April 29, 2014, GTL filed a Motion for Confidential Treatment seeking protection from public disclosure for certain information provided in response to Petitioners’ First Set of Interrogatories (hereinafter, “Confidential Responses”). GTL’s Motion for Confidential Treatment was filed in accordance with the requirements of the February 27, 2014 *Procedural Order* issued in this case, the Department’s procedural rules, and Department precedent regarding the protection of confidential materials.

2. The Department should deny Petitioners’ request “to preserve their right to file a motion with the Department challenging the confidential designation of any material they believe does not qualify for confidential treatment” at any time. Under Massachusetts law, the

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<sup>1</sup> Oppositions to motions are due within seven (7) calendar days after service of the motion. *See* D.T.C. 11-16, *Petition of Recipients of Collect Calls from Prisoners at Correctional Institutions in Massachusetts Seeking Relief from the Unjust and Unreasonable cost of such Calls*, Procedural Order, at 4 (Feb. 27, 2014) (“*Procedural Order*”) (stating that a party opposing a motion other than a motion for summary judgment may serve an opposition within seven (7) calendar days after service of the motion); *see also* 220 C.M.R. § 1.04(5)(c) (requiring a written answer to a motion within five (5) days of the filing of the motion); 220 C.M.R. § 1.02(4) (stating that Saturdays, Sundays, and legal holidays are excluded from the time computation when the period of time for filing is five (5) days or less).

Department determines whether to grant an exemption “from the general statutory mandate that all documents and data received by an agency of the Commonwealth are to be viewed as public records and, therefore, are to be made available for public review.” D.T.C. 13-6, Hearing Officer Ruling on Petitions for Intervention, Request for Limited Participant Status, Motion for Admission Pro Hac Vice, Motion for Confidential Treatment, Non-Disclosure Agreements, and the Other Party to the Agreement, at 7 (June 28, 2013); *see also* G.L. c. 25C, § 5; G.L. c. 66, § 10; G.L. c. 4, § 7(26). Issuing “only an interim determination” to allow Petitioners to challenge a confidentiality designation at any time is not a right conferred by law. G.L. c. 25C, § 5.

3. Petitioners were provided with a redacted copy of GTL’s interrogatory responses (attached as Exhibit 2). Those responses specify the information for which GTL seeks confidential treatment and how that information relates to GTL’s overall response to Petitioners’ interrogatories. Pursuant to the *Procedural Order* and the Department’s rules, Petitioners were required to oppose GTL’s Motion for Confidential Treatment by May 6, 2014. *See Procedural Order* at 4; 220 C.M.R. § 1.04(5)(c). Petitioners filed their “response” on May 8, 2014, with a motion for leave to late-file their response.

4. Petitioners must state their specific reasons for challenging GTL’s confidentiality designations (and do so within the required timeframe). As the Department has determined, “the receiving party’s challenge to [a confidential designation] must be more than an assertion of improper designation; it must state the specific grounds upon which the receiving party is challenging such designation. *See* 220 C.M.R. 1.04(5)(a).” D.T.C. 13-6, Hearing Officer Ruling on Motion to Comply with Hearing Officer Ruling and Protective Order, at 6 (Jan. 31, 2014). Petitioners have made no such showing here.

5. Petitioners seek “to preserve their right to file a motion with the Department

challenging the confidential designation of any material they believe does not qualify for confidential treatment.” Petitioners are not entitled to an open-ended right to challenge a confidentiality designation. Petitioners must file any objection to a motion for confidential treatment within the appropriate time for responding to motions under the *Procedural Order* and the Department’s rules, or seek an extension of time for such a filing. *See Procedural Order* at 4; 220 C.M.R. § 1.04(5)(c). Petitioners’ “response” seeking the ability to challenge GTL’s confidentiality designations at a future date disregards the law.

6. As explained in GTL’s Motion for Confidential Treatment, GTL drafted a proposed Non-Disclosure Agreement to govern access to and use of the Confidential Responses (and any other materials subsequently designated as confidential by the parties) during the course of this proceeding. On April 29, 2014, GTL provided representatives for Petitioners, Securus Technologies, Inc., and Inmate Calling Solutions, LLC with the draft Non-Disclosure Agreement for review and comment. A copy of that correspondence is attached as Exhibit 1.

7. On May 8, 2014, counsel for Petitioners proposed that the parties file a “Joint Motion Regarding Confidential Treatment,” which essentially repeated the basic concepts of GTL’s proposed Non-Disclosure Agreement. GTL informed Petitioners that a joint motion repeating the Non-Disclosure Agreement was not necessary. GTL also provided an editable version of the draft Non-Disclosure Agreement as requested by Petitioners.

8. Petitioners did not respond to GTL, and instead filed their Response to Global Tel\*Link’s Motion for Confidential Treatment and Motion for Leave to Late-File. To date, GTL has not received any comments from Petitioners on the substance of GTL’s proposed Non-Disclosure Agreement.

9. GTL recognizes the right of Petitioners (and any other party to this proceeding) to

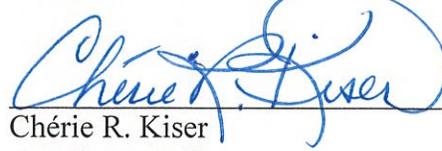
challenge its request for confidential treatment of certain information. The Non-Disclosure Agreement proposed by GTL specifically recognizes the right of all parties to object to a confidential designation. Paragraph 6 of the draft Non-Disclosure Agreement provides: “Any party objecting to the designation of material as Confidential Information may file such objection in accordance with the Procedural Order and the Department’s procedural rules, including the Department’s rules governing motion practice.” GTL’s proposed Non-Disclosure Agreement acknowledges the Department’s practice to allow parties to contest requests for confidential designation consistent with the Department’s procedural rules, *i.e.*, during the prescribed timeframe for responding to motions and with a showing sufficient to support a challenge of confidential treatment that satisfies the Department’s rules and precedent. Petitioners’ late-filed response seeking “to preserve their right to file a motion with the Department challenging the confidential designation of any material they believe does not qualify for confidential treatment” at any time is not a right available to Petitioners under the law and should be denied.

10. Accordingly, GTL respectfully requests that the Department deny Petitioners’ late-filed response as it does not comply with the *Procedural Order*, or Department rules and precedent. GTL also respectfully requests that the Department (1) afford confidential treatment to the Confidential Responses identified in GTL’s Motion for Confidential Treatment and exclude those Confidential Responses from the public record of this case, and (2) limit disclosure

of the Confidential Responses to those parties who have executed a non-disclosure agreement with GTL.

Respectfully submitted,

**GLOBAL TEL\*LINK CORPORATION**



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Chérie R. Kiser

Angela F. Collins

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1990 K Street, N.W., Suite 950

Washington, DC 20006

202-862-8900 (telephone)

ckiser@cahill.com

acollins@cahill.com

Dated: May 13, 2014

Its Attorneys

**CERTIFICATE OF SERVICE**

I, Angela Fleming, certify that on this 13th day of May 2014, I served a copy of the foregoing Opposition to Motion for Leave to Late-File on the following via the method indicated:

Catrice C. Williams, Secretary  
Department of Telecommunications and Cable  
1000 Washington Street, 8th Floor, Suite 820  
Boston MA 02118-6500  
Email: [catrice.williams@state.ma.us](mailto:catrice.williams@state.ma.us)  
Email: [dtcefiling@massmail.state.ma.us](mailto:dtcefiling@massmail.state.ma.us)  
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Hearing Officer  
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***Via Electronic Mail and U.S. Mail***

**CERTIFICATE OF SERVICE**

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Leslie Walker, Esq.  
Bonita Tenneriello, Esq.  
Lizz Matos, Esq.  
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Email: [jpingeon@plsma.org](mailto:jpingeon@plsma.org)  
Email: [lwalker@plsma.org](mailto:lwalker@plsma.org)  
Email: [btenneriello@plsma.org](mailto:btenneriello@plsma.org)  
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***Via Electronic Mail and U.S. Mail***

  
Angela Fleming

# Exhibit 1

GTL Opposition to Motion for Leave to Late-File  
D.T.C. 11-16

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**From:** Kiser, Chérie R.  
**Sent:** Tuesday, April 29, 2014 4:32 PM  
**To:** Bonnie Tenneriello (btenneriello@plsma.org); Matos, Lizz (lmatos@plsma.org); Dawson, Ken (kdawson@icsolutions.com); Besozzi, Paul (PBesozzi@PattonBoggs.com)  
**Cc:** Collins, Angela  
**Subject:** Non-Disclosure Agreement  
**Attachments:** DTC 11-16 Non-Disclosure Agreement.pdf

Dear Parties:

Please find attached a Non-Disclosure Agreement for use in connection with certain information being submitted pursuant to a Motion for Confidential Treatment in MA Docket D.T.C. 11-16. As the Motion and Non-Disclosure Agreement contemplate, in the event the Massachusetts Department of Telecommunications and Cable grants GTL's Motion, GTL will make such information available upon execution of the Non-Disclosure Agreement.

Please let us know if you have any questions or comments.

Best regards,

Chérie

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**CAHILL**

**Before the  
COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Petition of Recipients of Collect Calls from            )  
Prisoners at Correctional Institutions in                )     D.T.C. 11-16  
Massachusetts Seeking Relief from the                )  
Unjust and Unreasonable Cost of such Calls            )

**NON-DISCLOSURE AGREEMENT  
FOR THE EXCHANGE OF PROTECTED DISCOVERY MATERIALS**

This Non-Disclosure Agreement (“Agreement”) serves to expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, protect material entitled to be kept confidential, and ensure that confidential protection is afforded to material so entitled. In order to fulfill the above-stated purpose of the Agreement, the undersigned parties, through their respective attorneys, stipulate and agree as follows:

1.     *Relevant Definitions.* As used herein, capitalized terms not otherwise defined in this Non-Disclosure Agreement shall have the following meanings:

- a.     “Competitive Decision-Making” means a person’s activities, association, or relationship with any of his or her clients involving advice about or participation in the relevant business decisions or the analysis underlying the relevant business decisions of the client.
- b.     “Confidential Information” means information that is not otherwise available from publicly available sources and that is subject to protection under the Department’s rules or precedent, Massachusetts law, or federal law.
- c.     “Counsel” means (1) an attorney employed by a party in this proceeding, provided that such attorney is not involved in Competitive Decision-

Making; or (2) the attorney(s), firm(s) of attorneys, or sole practitioner(s), as the case may be, representing a party in this proceeding, provided that such attorneys are not involved in Competitive Decision-Making.

- d. "Department" means the Department of Telecommunications and Cable, the individual designated as the Hearing Officer for this proceeding, relevant Department staff, or the Commissioner of the Department, as the case may be.
- e. "Procedural Order" means the Procedural Order issued by Hearing Officer Kalun Lee on February 27, 2014 in D.T.C. 11-16, *Petition of Recipients of Collect Calls from Prisoners at Correctional Institutions in Massachusetts Seeking Relief from the Unjust and Unreasonable Cost of Such Calls*.
- f. "Producing Party" means a person or entity that designates certain materials as "CONFIDENTIAL" and seeks to have those materials protected as Confidential Information under this Non-Disclosure Agreement.
- g. "Receiving Party" means a person who has obtained access to Confidential Information pursuant to this Non-Disclosure Agreement.

2. *Exchange of Confidential Information.* The parties will be bound by the terms of this Non-Disclosure Agreement upon executing it. The parties may exchange Confidential Information pursuant to discovery upon executing this Non-Disclosure Agreement. This Non-Disclosure Agreement shall control the production and disclosure of all materials designated as "Confidential Information" pursuant to this Non-Disclosure Agreement.

3. *Designation of Confidential Information.* Any materials generated or provided by a party in response to discovery may be designated as “Confidential Information” by that party if the party believes in good faith that the materials are confidential or proprietary and are entitled to protection from disclosure under any provision of the Department’s rules or precedent, Massachusetts law, or federal law, or are subject to existing non-disclosure obligations to a third party. Any party asserting confidentiality for such material shall so indicate by clearly marking each page, or portion thereof, with the words “CONFIDENTIAL.”

4. *Time to Designate.* To the extent possible, the designation of Confidential Information shall be made prior to, or contemporaneously with, the production or disclosure of that information. If documents are produced for inspection before being marked, any documents containing Confidential Information will then be marked before delivery of copies to the Receiving Party. There will be no waiver of confidentiality by the inspection of confidential documents before they are copied and marked pursuant to this procedure.

5. *Inadvertent Failure to Designate.* Should a Producing Party inadvertently produce Confidential Information without marking it as such, upon request by the Producing Party, the Receiving Party shall promptly return all copies of such Confidential Information and destroy or delete all electronic copies of such Confidential Information and the Producing Party shall promptly provide a corrected version of the material to the Receiving Party. Such return of material shall not constitute a waiver of the right to challenge the designation of the documents.

6. *Filing with the Department.* A party designating material as Confidential Information under this Non-Disclosure Agreement shall file a Motion for Confidential Treatment with the Department in accordance with the Procedural Order and the Department’s procedural rules. Confidential Information and redacted copies of such Confidential Information must be

provided to the Department, the Hearing Officer, and other parties in accordance with the requirements of the Procedural Order. Any party objecting to the designation of material as Confidential Information may file such objection in accordance with the Procedural Order and the Department's procedural rules, including the Department's rules governing motion practice.

7. *Access to Confidential Information.* Confidential Information provided pursuant to this Non-Disclosure Agreement may be disclosed only to the following persons and only to the extent necessary to assist in this proceeding:

- a. Counsel (as defined above) representing a party in this proceeding and any legal support personnel (*e.g.*, paralegals and clerical employees) employed by such Counsel.
- b. Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions.

8. *Procedures for Obtaining Access to Confidential Information.* Any person seeking access to Confidential Information subject to this Non-Disclosure Agreement shall sign and date the attached Acknowledgment agreeing to be bound by the terms and conditions of the Non-Disclosure Agreement.

- a. A copy of the executed Acknowledgment shall be served upon the Producing Party through its Counsel so that it is received at least three (3) business days prior to such person's reviewing or having access to the Confidential Information.
- b. The Producing Party shall have an opportunity to object to the disclosure of its Confidential Information to any person. The Producing Party must file any such objection with the Department and serve it on Counsel

representing, retaining or employing such person within five (5) business days after receiving a copy of that person's Acknowledgment.

- c. Until any objection is resolved by the Department and, if appropriate, by any court of competent jurisdiction, and unless such objection is resolved in favor of the person seeking access, a person subject to an objection from the Producing Party shall not have access to the relevant Confidential Information.

9. *Use of Confidential Information.* Persons obtaining access to Confidential Information under this Non-Disclosure Agreement shall use the information solely for the preparation and conduct of this proceeding before the Department, any subsequent administrative proceeding before the Department arising directly from this proceeding, or any subsequent judicial proceeding arising directly from this proceeding. Except as provided herein or any subsequent Department order, persons obtaining access to Confidential Information under this Non-Disclosure Agreement shall not use such documents or information for any other purpose, including without limitation business, governmental, or commercial purposes, or in other administrative, regulatory or judicial proceedings. Should the Department rely upon or otherwise make reference to the contents of any Confidential Information in any order or decision in this proceeding, it will do so by redacting any Confidential Information from the public version of the order or decision and by making the unredacted version of the order or decision available only to a reviewing court and to those persons entitled to access to Confidential Information under this Non-Disclosure Agreement.

10. *Permissible Disclosure of Confidential Information.* A Receiving Party or a Producing Party may disclose Confidential Information in any document that it files in this

proceeding only if it complies with the procedure set forth in the Procedural Order for submission of documents containing Confidential Information. Except with the prior written consent of the Producing Party or as provided under this Non-Disclosure Agreement or a subsequent Department or judicial order, Confidential Information may not be disclosed further.

11. *Protection of Confidential Information.* A Receiving Party shall have the obligation to ensure that access to Confidential Information is strictly limited as prescribed in this Non-Disclosure Agreement. A Receiving Party shall further have the obligation to ensure that Confidential Information is used only as provided in this Non-Disclosure Agreement.

12. *Client Consultation.* Nothing in this Non-Disclosure Agreement shall prevent or otherwise restrict Counsel from rendering advice to their clients relating to the conduct of this proceeding, any subsequent administrative proceeding before the Department arising directly from this proceeding, or any subsequent judicial proceeding arising directly from this proceeding and, in the course thereof, relying generally on examination of Confidential Information; *provided, however,* that in rendering such advice and otherwise communicating with such client, Counsel shall not disclose Confidential Information except as may be permitted under this Non-Disclosure Agreement.

13. *No Waiver of Confidentiality.* Disclosure of Confidential Information as provided herein by any person shall not be deemed a waiver by any Producing Party of any privilege or entitlement to confidential treatment of such Confidential Information. Receiving Parties, by viewing such Confidential Information material, agree: (1) not to assert any such waiver; (2) not to use Confidential Information to seek disclosure in any other proceeding; and (3) that accidental disclosure of Confidential Information by a Producing Party shall not be deemed a

waiver of any privilege or entitlement as long as the Producing Party takes prompt remedial action.

14. *Subpoena by Courts, Departments, or Agencies.* If a court, or a federal or state department or agency issues a subpoena or orders production of Confidential Information that a party has obtained under terms of this Non-Disclosure Agreement, such party shall promptly notify the Producing Party of the pendency of such subpoena or order. Consistent with the independent authority of any court, department or agency, such notification must be accomplished such that the Producing Party has a full opportunity to oppose such production prior to the production or disclosure of any Confidential Information.

15. *Violations of Non-Disclosure Agreement.* Any party shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Non-Disclosure Agreement before the Department or any other authority having competent jurisdiction for any breach or threatened breach of this Non-Disclosure Agreement. Should a Receiving Party violate any of the terms of this Non-Disclosure Agreement, such Receiving Party shall immediately convey that fact to the Department and to the Producing Party. Further, should such violation consist of improper disclosure of Confidential Information, the violating person shall take all necessary steps to remedy the improper disclosure. The Department retains its full authority to fashion appropriate sanctions for violations of this Non-Disclosure Agreement, including but not limited to suspension or disbarment of Counsel from practice before the Department, forfeitures, cease and desist orders, and denial of further access to Confidential Information in this or any other Department proceeding. Nothing in this Non-Disclosure Agreement shall limit any other rights and remedies available to the Producing Party at law or in equity against any person using Confidential Information in a manner not authorized by this Non-Disclosure Agreement.

16. *Termination of Proceeding.* The provisions of this Non-Disclosure Agreement shall not terminate at the conclusion of this proceeding. Within two (2) weeks after conclusion of this proceeding and any administrative or judicial review arising directly from this proceeding (or the period for initiating such administrative or judicial review), a Receiving Party shall destroy or return to the Producing Party all Confidential Information received pursuant to this Non-Disclosure Agreement. No material whatsoever derived from Confidential Information may be retained by any person having access thereto, except Counsel may retain, under the continuing strictures of this Non-Disclosure Agreement, two (2) copies of every pleading, order, motion, or other filing made in this proceeding (one of which may be in electronic format) containing Confidential Information. All Counsel shall certify compliance with these terms and shall deliver such certification to Counsel for the Producing Party not more than three (3) weeks after conclusion of this proceeding (including any administrative or judicial review, or the period for initiating such administrative or judicial review). The provisions of this paragraph regarding retention of Confidential Information and copies of same upon termination of this proceeding shall not be construed to apply to the Department or its staff.

17. *Counterparts.* This Non-Disclosure Agreement may be executed by one or more parties on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Non-Disclosure Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

[SIGNATURE PAGE FOLLOWS]

**GLOBAL TEL\*LINK CORPORATION**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECURUS TECHNOLOGIES, INC.**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INMATE CALLING SOLUTIONS, LLC**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRISONERS' LEGAL SERVICES, INC.**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Acknowledgment of Confidentiality

I hereby acknowledge that I have received and read a copy of the foregoing Non-Disclosure Agreement, and I understand it. I agree that I am bound by the Non-Disclosure Agreement and that I shall not disclose or use Confidential Information except as allowed by the Non-Disclosure Agreement.

I acknowledge that the Department retains its full authority to fashion appropriate sanctions for violations of the Non-Disclosure Agreement, including but not limited to suspension or disbarment of Counsel from practice before the Department, forfeitures, cease and desist orders, and denial of further access to Confidential Information in this or any other Department proceeding.

I acknowledge that nothing in the Non-Disclosure Agreement limits any other rights and remedies available to a Producing Party at law or in equity against me if I use Confidential Information in a manner not authorized by this Non-Disclosure Agreement.

I certify that I am not involved in Competitive Decision-Making.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or advocacy organization), I acknowledge specifically that my access to any information obtained as a result of the Non-Disclosure Agreement is due solely to my capacity as Counsel to a party in this proceeding, and I agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Confidential Information is not duplicated except as specifically permitted by the terms of the Non-Disclosure Agreement, and to ensure that there is no disclosure of Confidential Information in my possession or in the possession of those who work for me except as specifically permitted by the terms of the Non-Disclosure Agreement.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Confidential Information.

Capitalized terms used herein shall have the meanings ascribed to them in the Non-Disclosure Agreement.

Executed this \_\_\_ day of April, 2014.

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[Name]  
[Position]  
[on behalf of Party]  
[Firm]  
[Telephone]

# Exhibit 2

GTL Opposition to Motion for Leave to Late-File  
D.T.C. 11-16

Before the  
COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

_____ )	
Petition of Recipients of Collect Calls from Prisoners )	
at Correctional Institutions in Massachusetts Seeking )	D.T.C. 11-16
Relief from the Unjust and Unreasonable )	
Cost of Such Calls )	
_____ )	

**GLOBAL TEL\*LINK CORPORATION'S RESPONSES AND OBJECTIONS  
TO PETITIONERS' FIRST SET OF INTERROGATORIES**

Global Tel\*Link Corporation ("GTL"), by and through its attorneys, hereby provides the following Responses and Objections to Petitioners' First Set of Interrogatories ("Interrogatories"), which counsel for GTL received via electronic mail from Prisoners' Legal Services on March 10, 2014.

**GENERAL OBJECTIONS**

1. GTL objects to the Interrogatories to the extent they seek information that is not relevant to the subject matter of this proceeding and are not reasonably calculated to lead to the discovery of admissible evidence. In its September 23, 2013 *Interlocutory Order*, the Department of Telecommunications and Cable (the "DTC") limited the scope of this proceeding to "the per-call surcharge assessed by ICS [inmate calling service] providers; the tariffed service and other fees assessed by ICS providers; the telephone service quality provided by Respondents, including the frequency of dropped calls and line noise; and Respondents' billing practices."<sup>1</sup> The DTC specifically excluded from this proceeding issues relating to the usage rate component of the ICS rate-setting mechanism, the frequency and content of recorded warning messages, and

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<sup>1</sup> D.T.C. 11-16, *Petition of Recipients of Collect Calls from Prisoners at Correctional Institutions in Massachusetts Seeking Relief from the Unjust and Unreasonable Cost of Such Calls*, Hearing Officer Interlocutory Ruling (Sept. 23, 2013), *aff'd* by, Order on Appeal of Hearing Officer's Ruling (Feb. 26, 2014) at 1-2 ("*Interlocutory Order*").

**INTERROGATORY No. 3:**

For each year of each contract identified in response to No. 1, please provide the following information. You are not restricted to using this identical format as long as you can provide all of the requested responses.

	<b><u>No. of Calls Competed</u></b>	<b><u>Average Call Length</u></b>	<b><u>Total No. of Minutes Used</u></b>
<b><u>Collect Calling</u></b>			
Local Calling			
State IntraLATA Calling			
State InterLATA Calling			
Interstate			
<b><u>Debit Calling</u></b>			
Local Calling			
State IntraLATA Calling			
State InterLATA Calling			
<b><u>Advance payment calling</u></b>			
Local Calling			
State IntraLATA Calling			
State InterLATA Calling			
<b><u>Total</u></b>			

**GTL Response to Interrogatory No. 3**

GTL repeats and restates the General Objections to this Interrogatory, and specifically General Objections #1, #3, and #8. GTL further objects to this Interrogatory on the grounds that this Interrogatory is overly broad and unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. GTL further objects to this Interrogatory on the grounds that it seeks information that is not relevant to the subject matter of this proceeding. Questions regarding average call length and the total number of minutes used are beyond the scope of this proceeding as they do not relate to “the per-call surcharge assessed by ICS providers” or any of the other three areas of inquiry identified in the *Interlocutory Order*. The \$3.00 cap on the per-call surcharge does not vary based on the type of intrastate call (local,

intrastate intraLATA, intrastate interLATA), the number of calls, the length of the call, or the total number of minutes used. In addition, questions concerning interstate inmate calling services are beyond the scope of this proceeding. Without waiving its General Objections or its Specific Objections to this Interrogatory, GTL responds as follows:

GTL provides its yearly total number of intrastate Massachusetts inmate telephone calls completed from 2011 (or from the initiation of service under a particular contract as set forth in GTL Response to Interrogatory No. 1) to March 2014 for each of the contracts listed in GTL Response to Interrogatory No. 1:

Massachusetts Department of Corrections

2011 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*

2012 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*

2013 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*

January-March 2014 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

Norfolk County Sheriff's Office

2011 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

2012 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

2013 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

January-March 2014 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

Plymouth County Sheriff's Office

August-December 2011 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

2012 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

2013 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

January-March 2014 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

Hampden County Sheriff's Office

October-December 2012 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

2013 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END CONFIDENTIAL\*\*\*

January-March 2014 \*\*\*START CONFIDENTIAL\*\*\* [REDACTED] \*\*\*END  
CONFIDENTIAL\*\*\*

**Person who will support GTL Response to Interrogatory No. 3:**  
Steven Yow, Chief Financial Officer, Global Tel\*Link Corporation

**INTERROGATORY No. 16:**

For each year of each contract identified in No. 1, please state the number of complaints in each of the following categories. If it is not possible to break down complaints by category, please so state and give the most detailed breakdown that your records permit.

- a) Static, line noise and other problems with audibility
- b) Dropped calls
- c) Broken telephone sets
- d) Billing concerns, including but not limited to charges for dropped calls, problems with refunds, and contested fees and surcharges.

**GTL Response to Interrogatory No. 16**

GTL repeats and restates the General Objections to this Interrogatory, and specifically General Objections #1, #3, #7, and #8. GTL further objects to this Interrogatory on the grounds that this Interrogatory seeks information that is not relevant to the subject matter of this proceeding. Questions regarding broken telephone sets are beyond the scope of this proceeding as “the availability and upkeep of telecommunications equipment at correctional facilities” specifically was excluded from inquiry by the *Interlocutory Order*. Without waiving its General Objections or its Specific Objections to this Interrogatory, GTL responds as follows:

From January 2011 (or from the initiation of service under a particular contract as set forth in GTL Response to Interrogatory No. 1) to March 2014, GTL has received the following complaints regarding billing issues and dropped calls, each of which was resolved in the normal course by either refunding the customer, assisting with the establishment of an account, or otherwise addressing the customer’s specific concern:

Massachusetts Department of Corrections

Billing complaints - \*\*\*START CONFIDENTIAL\*\*\* ■ \*\*\*END CONFIDENTIAL\*\*\*  
Dropped call complaints - \*\*\*START CONFIDENTIAL\*\*\* ■ \*\*\*END  
CONFIDENTIAL\*\*\*

Hamden County Sheriff’s Office

Billing complaints - \*\*\*START CONFIDENTIAL\*\*\* ■ \*\*\*END CONFIDENTIAL\*\*\*  
Dropped call complaints - \*\*\*START CONFIDENTIAL\*\*\* ■ \*\*\*END  
CONFIDENTIAL\*\*\*

Norfolk County Sheriff's Office

Billing complaints - **\*\*\*START CONFIDENTIAL\*\*\*** █ **\*\*\*END CONFIDENTIAL\*\***

Dropped call complaints - **\*\*\*START CONFIDENTIAL\*\*\*** █ **\*\*\*END CONFIDENTIAL\*\***

Plymouth County Sheriff's Office

Billing complaints - **\*\*\*START CONFIDENTIAL\*\*\*** █ **\*\*\*END CONFIDENTIAL\*\***

Dropped call complaints - **\*\*\*START CONFIDENTIAL\*\*\*** █ **\*\*\*END CONFIDENTIAL\*\***

**Person who will support GTL Response to Interrogatory No. 16:**

Vance Macdonald, Executive Director of Customer Service, Global Tel\*Link Corporation

**INTERROGATORY No. 20:**

Please describe systems or processes that you use to track performance by facility, state and by region, in the following categories, and identify any documents describing these systems.

- a) financial and / or margin performance (i.e. the revenue, expenses and margin you received);
- b) quality performance (i.e. how you did on completing calls);
- c) technical and network performance (i.e. how the network, equipment and software performed).

**GTL Response to Interrogatory No. 20**

GTL repeats and restates the General Objections to this Interrogatory, and specifically General Objections #1, #3, #7, and #8. GTL further objects to this Interrogatory on the grounds that this Interrogatory is vague, ambiguous, overly broad and unduly burdensome, is duplicative, and is not reasonably calculated to lead to the discovery of admissible evidence. GTL further objects to this Interrogatory on the grounds that this Interrogatory seeks information that is confidential and is not relevant to the subject matter of this proceeding. Questions regarding financial and/or margin performance are beyond the scope of this proceeding as they do not relate to “the per-call surcharge assessed by ICS providers” or any of the other three areas of inquiry identified in the *Interlocutory Order*. Questions regarding technical and network performance are beyond the scope of this proceeding as “the availability and upkeep of telecommunications equipment at correctional facilities” specifically was excluded from inquiry by the *Interlocutory Order*. Without waiving its General Objections or its Specific Objections to this Interrogatory, GTL responds as follows:

With respect to quality performance, please see GTL Response to Interrogatory No. 16. In 2013, GTL completed approximately **\*\*\*START CONFIDENTIAL\*\*\*** [REDACTED] **\*\*\*END CONFIDENTIAL\*\*\*** calls nationwide. Using 2013 as a guideline, GTL’s nationwide complaint to completed call ratio was **\*\*\*START CONFIDENTIAL\*\*\***

██████████ **\*\*\*END CONFIDENTIAL\*\*\***, which provides proper context for GTL's quality of service performance.

**Person who will support GTL Response to Interrogatory No. 20:**  
Vance Macdonald, Executive Director of Customer Service, Global Tel\*Link Corporation