

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

Investigation by the Department on its Own Motion)
to Determine whether an Agreement entered into by)
Verizon New England Inc., d/b/a Verizon)
Massachusetts is an Interconnection Agreement)
under 47 U.S.C. § 251 Requiring the Agreement to)
be filed with the Department for Approval in)
Accordance with 47 U.S.C. § 252)
_____)

DTC Docket No. 13-6

**MOTION TO COMPLY WITH HEARING OFFICER RULING
AND PROTECTIVE ORDER**

Sprint Communications Company L.P., Sprint Spectrum L.P. and Virgin Mobile USA, L.P. (collectively “Sprint”); XO Communications Services, Inc. (“XO”); CTC Communications Corp. d/b/a EarthLink Business; Lightship Telecom LLC d/b/a EarthLink Business; Choice One Communications of Massachusetts, Inc. d/b/a EarthLink Business; Conversent Communications of Massachusetts, Inc. d/b/a EarthLink Business; EarthLink Business, LLC (formerly New Edge Network, Inc. d/b/a EarthLink Business); Cbeyond Communications, LLC; tw data services llc; Level 3 Communications, LLC; and PAETEC Communications, LLC (collectively referred to herein as the “Competitive Carriers”) file this Motion to Comply with Hearing Officer Ruling and Protective Order. The Competitive Carriers urge that the Department of Telecommunications and Cable (the “Department”) resolve an issue that is hindering the Competitive Carrier’s, and perhaps other parties, meaningful participation in the proceeding. Specifically, Verizon’s over-designation as Highly Sensitive Confidential Information (“Highly Confidential”) the entirety of the contracts submitted in the instant docket (the “IP Agreements”) is inappropriate, over-inclusive, and entirely without justification. Such over-designation,

combined with the terms of the Protective Agreement, effectively precludes some of the Competitive Carriers from using their internal expertise to review the IP Agreement and help develop a record as to the similarity of such Agreement with other interconnection agreements that are commonly accepted as jurisdictional to state commissions such as the Department. Neither the 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 (June 28, 2013)(“HO Confidentiality Ruling”) or the Protective Agreement between the parties supports Verizon’s over-designation.

The Competitive Carriers are not in this motion challenging the confidentiality protection granted in the HO Confidentiality Ruling. Rather, the Competitive Carriers are simply interested in having Verizon’s use of the Highly Confidential designation limited appropriately so that the Competitive Carriers can utilize, and the Department can benefit from, the considerable internal expertise the Competitive Carriers and other parties possess regarding interconnection agreements (“ICAs”) and internet protocol traffic. The Department’s analysis of whether the IP Agreements are ICAs will be greatly aided and assisted by having the Competitive Carriers’ internal experts review the portions of the IP Agreements that are not entitled to the Highly Confidential designation. The Competitive Carriers’ experts can highlight similarities in form and/or function between the IP Agreements and ICAs, and such analysis will assist the Department in developing a full and complete record in this docket. The redaction sought proposes to maintain elevated confidentiality treatment for information that legitimately constitutes *competitively sensitive* contract terms or *commercially sensitive* business or financial terms, but removes the elevated designation for information that does not merit such treatment. The Competitive Carriers merely seek the access appropriately granted under the HO

Confidentiality Ruling, the Protective Agreement and Massachusetts law and public policy to those internal resources who are best able to assist the goals of this proceeding.¹

Accordingly, and for those reasons explained below, the Competitive Carriers ask the Department to adopt as the Confidential (as that term is used in the Protective Agreement between the Parties) version of the IP Agreements the document attached as Exhibit One.² The Competitive Carriers also ask the Department to issue an Order clarifying Verizon's continuing obligation to avoid future over-designation of documents submitted in discovery or in response to Orders issued by the Department or the Hearing Officer.

I. Background.

On May 13, 2013, the Department ordered Verizon to submit for the Department's review the IP Agreements between Verizon and Comcast governing the exchange of their traffic in internet protocol. On May 30, 2013, Verizon filed the IP Agreements with the Department along with a Motion for Confidential Treatment.³ The Department's HO Confidentiality Ruling, issued on June 28, 2013, granted the Motion for Confidential Treatment, and the IP Agreements were deemed confidential material. The HO Confidentiality Ruling indicated that "[t]he Department requires a non-disclosure agreement to balance the concerns of protecting information granted confidential treatment with the concerns of protecting the administrative procedural rights of intervenors to acquire information from each other **in order to participate meaningfully in an adjudicatory proceeding.**" HO Confidentiality Ruling at 15 (emphasis

¹ The terms of the Protective Agreement, which the Competitive Carriers were effectively forced to sign onto, forced the Competitive Carriers to make the choice between having their internal experts barred from working on future interconnection agreements for 2 years, or to assist in this proceeding without having the ability to see any portions of the IP Agreement.

² The Competitive Carriers' Exhibit One still bears the Highly Confidential designation. Should the Department agree with the Competitive Carriers' suggested redaction, Verizon should be ordered to produce, within a time certain an appropriately redacted version of the contract with only a "Confidential" designation.

³ Several schedules referenced in the IP Agreements were filed with the Department and produced to the parties several months later on November 22, 2013.

added). After so stating, the HO Confidentiality Ruling directed the intervenors seeking access to the IP Agreements to negotiate a mutually acceptable non-disclosure agreement.

The parties commenced to negotiate such an agreement. At Verizon's insistence, and despite the strong contrary arguments of several parties, a Protective Agreement (attached hereto as Exhibit Two) between the parties was reached that included a two-tier confidentiality designation. Also against the contrary arguments of several parties, Verizon's refusal to more particularly define the term "Highly Sensitive Confidential Information" was accommodated. The Protective Agreement provides the following:

- It ensures protection against unauthorized disclosure "while permitting parties in the above-captioned proceeding appropriate access to such confidential or proprietary materials." Protective Agreement at 2.
- It defines the term "Confidential Information" to include information that a party regards as "confidential, proprietary or competitively sensitive." Protective Agreement at 2, ¶ 1.
- It provides that "No person accorded access to any Confidential Information shall use such information ... for any purposes other than the preparation for and conduct of this proceeding ..." Protective Agreement at 2, ¶ 2.
- It defines the term "Highly Sensitive Confidential Information" to include "(a) customer specific information, (b) contractual information that is competitively sensitive, or (c) business operations or financial information that is commercially sensitive." Protective Agreement at 5, ¶ 6.
- The restriction on internal access to Highly Confidential information bars in-house counsel or other in-house personnel that are "involved in negotiating or advising with

respect to wholesale agreements or making competitive decisions (including, but not limited to marketing or business planning activities)” from reviewing such information on behalf of the receiving party. Personnel reviewing the Highly Confidential materials are also excluded from participating in such activities for a period of two years.

There is little overt distinction between the terms “Confidential Information” and “Highly Sensitive Confidential Information” in the Protective Agreement. The same restriction on use of information applies to recipients of both Confidential and Highly Confidential information: they may only use such information for purposes related to preparation for and conduct of this proceeding. It is clear that Highly Confidential is limited to *commercially sensitive* business operations information and financial information and *competitively sensitive* contractual information. It is also clear that the exclusive purpose of the Highly Confidential designation is to prevent a class of personnel from reviewing material so designated. Namely, no personnel shall be eligible to review Highly Confidential information if they are involved in negotiating or advising with respect to wholesale agreements or making competitive decisions (including, but not limited to marketing or business planning activities), and personnel reviewing such materials shall not participate in such activities for two years. The nature of the restriction lends itself to an interpretation that only the *most critical* of confidential information may be designated Highly Confidential. Nevertheless, the definitions fail to fully clarify the distinction between Confidential and Highly Confidential information. And therein lays the essence of the dispute.

As stated above, Verizon has designated the IP Agreements in their entirety as Highly Confidential. Despite discussions between Sprint and Verizon on the issue, Verizon continues to insist that its all-inclusive designation of the IP Agreements is appropriate. Sprint has expressed

to Verizon that its use of the Highly Confidential designation is violative of clear statements in the HO Confidentiality Ruling, the terms of the Protective Agreement, the presumption under Massachusetts law in favor of limited confidentiality protection, and the rights of intervening parties to meaningfully participate in the case at bar. Negotiations to resolve the issue have reached an impasse and the issue requires resolution by the Department.

II. Argument.

A. Verizon's Over-Designation of the IP Agreements in their Entirety as Highly Confidential Violates Law, Policy and Precedent.

The HO Confidentiality Ruling granted the IP Agreements protection from public disclosure by declaring those materials to be confidential. It also directed the parties to negotiate a non-disclosure agreement to facilitate access to the IP Agreements by intervening parties in order for such parties to meaningfully participate in the docket. The Department did not, however, define or otherwise impose a Highly Confidential designation. The Highly Confidential designation was demanded by Verizon and acquiesced to by the intervening parties, but the Protective Agreement only generally addresses what material is appropriately designated Highly Confidential.⁴ While the HO Confidentiality Ruling makes clear that any NDA must appropriately balance the intervenors' right to meaningfully participate with Verizon's expectation to maintain the confidentiality of its proprietary materials, Verizon's approach strikes no such balance whatsoever. VZ's over-designation is not appropriate under the HO Confidentiality Ruling, the Protective Agreement or Massachusetts law and public policy.

⁴ The Competitive Carriers were confident at the time that the Protective Agreement was negotiated, and in no small part based on examples Verizon shared of the types of contractual information that it envisioned qualifying for the Highly Confidential Designation, that the lack of more a particular definition was workable even if not ideal. This confidence has proven to be misplaced. At the time, however, there was – and there remains – considerable time pressure to resolve the important question raised by this docket. If interconnection rights are being enjoyed by only two competitors in the market – and two of the largest competitors in the market – a competitive injury is occurring. Furthermore, carriers have statutory rights to demand equality of treatment under the Communications Act, and they were and remain anxious to exercise their rights.

The Department's precedent establishes that it will narrowly tailor its grant of confidential treatment. *See* Hearing Officer's Ruling Regarding Motion of One Communications for Confidential Treatment, D.T.C. 10-2 at 11 (May 23, 2011) ("...the Department has historically assessed ... whether confidential information within a document can be feasibly separated from that information which is not entitled to protection."). This reflects an appropriate balancing of interests. *See also* Mountain States Telephone and Telegraph Company v. Department of Public Service Regulation, 634 P.2d 181, 187 (Mont. 1981) ("...judicial protection of the confidentiality of the trade secret information is proper where both the needs of the public and the protection of private property can equally be served ... We find that an order can be fashioned in such manner that the state public agencies can perform their duties with the fullest available information and at the same time disclose to the public all information required to enable citizens to determine the propriety of governmental actions affecting them.").

The Department has additionally held that entry into a protective agreement is not determinative regarding whether information is entitled to protective treatment. *See* Interlocutory Order on Verizon Massachusetts' Appeal of Hearing Officer Ruling Denying Motion for Protective Treatment, Investigation by the Department of Telecommunications and Energy on its own Motion into the Appropriate Regulatory Plan to succeed Price Cap Regulation for Verizon New England, Inc. d/b/a Verizon Massachusetts' intrastate retail telecommunications services in the Commonwealth of Massachusetts, D.T.E. 01-31-Phase-I at 3-4 (2001) ("A party's willingness to enter into a non-disclosure agreement does not resolve the question of whether the response should be granted protective treatment."). In other words, the fact that a confidentiality agreement exists is not the end of the inquiry; material still must be properly classified under the agreement.

The courts have long recognized that confidentiality orders often lead to the problem of over-designation. “[S]uch orders regularly result in designations of confidentiality that are far too broadly applied ... often result[ing] in tangential motion practice that is burdensome ...” Clean Harbors, Inc. v. John Hancock Life Ins. Co. et al., 16 Mass. L. Rep. 457 (Mass. Super. 2003); *see also* Fears v. Wilhelmina, 56 Fed. R. Serv. 3d 426 (S.D.N.Y. 2003)(“Next’s designation of all of its entire production as “confidential – attorney’s eyes only also suggests bad faith.”). The Department has guarded against this issue by narrowly tailoring the confidentiality protection available under its orders. *See* Order, Petition of Colonial Gas Company for Approval of its Long-Range Forecast and Resource Plan for the Period 1995-1996 Through 1999-2000 and for Pre-Approval and Cost Recovery for its Conservation Programs for the Period October 1995 Through March 1997, D.P.U. 96-18 at 3-4 (October 1, 1996) (narrowly construing confidentiality protection to cover certain price terms, but generally not customer identities); Letter Order, Investigation by the Department on its own Motion to Review and Revise the Standard of Review for Electric Contracts filed Pursuant to G.L. C. 164, § 94, D.P.U. 96-39 (August 30, 1996)(“The Department will continue to accord protective status when the proponent carries its burden of proof by indicating the manner in which the price term is competitively sensitive. Proponents generally will face a more difficult task of overcoming the statutory presumption against the disclosure of other terms ...”).

The foregoing establishes that confidentiality protection must be narrowly construed and applied. The Protective Agreement provides appropriate restrictions (indeed, identical restrictions) on the manner in which Confidential and Highly Confidential information may be used. *See* Protective Agreement at 2, ¶2. The slight distinction between Confidential and Highly Confidential information functions merely to ensure that the most competitively sensitive

information cannot be reviewed by a carefully defined and limited class of personnel. Verizon's approach of designating the IP Agreements in their entirety as Highly Confidential ignores the distinctions within the Protective Agreement, public policy, law, and Department precedent and frustrates the participation of intervenors like the Competitive Carriers. Public policy disfavors over-designation of materials as it frustrates efficient litigation of cases and meaningful participation by intervenors. Verizon's over-designation of the IP Agreements in their entirety as Highly Confidential is frustrating those public policy goals. The Department has historically required narrow and careful separation of confidential materials from non-confidential materials where feasible, and that practice must be extended to the matter at bar regarding the separation between Confidential materials and Highly Confidential materials. Verizon's failure to make any attempt to appropriately redact the IP Agreements to differentiate between Confidential and Highly Confidential materials must not be tolerated. Action by the Department is required to prevent Verizon from misinterpreting the terms of the Protective Agreement and using those misinterpreted terms to prevent the meaningful participation of intervenors in the matter at bar.

B. Verizon Has Not and Cannot Bear Its Burden of Proof to Establish that the IP Agreements are Highly Confidential in their Entirety.

The Department has long placed the burden of establishing the need for confidentiality on the proponent of such treatment. This approach helps to "prevent a proponent of confidential treatment from prejudicing the due process rights of any party in the proceeding by withholding information necessary for the party to participate in the proceeding." Order, Investigation by the Department of Telecommunications and Energy on its own motion pursuant to G.L. c. 159, §§ 12 and 16, into the collocation and security policies of Verizon New England Inc d/b/a Verizon Massachusetts, D.T.E. 02-8 at 12 (May 25, 2005). This approach directly reflects G.L. c. 25, §

5D, under which there is a presumption in favor of considering all information public,⁵ and an assignment to the proponent of confidentiality the burden of proving otherwise. The Department has already ruled that Verizon's information is confidential, and the Competitive Carriers do not contest that ruling in this motion. The Competitive Carriers contend, however, that consistent with Massachusetts law and Department precedent, the proponent of a higher tier of confidentiality protection must logically continue to bear the burden of proof regarding the higher-tier designation it seeks. Any contrary assignment of the burden of proof would lead to a perverse incentive or a party to designate all materials Highly Confidential. Insofar as Verizon is the proponent of treating the IP Agreements in their entirety as Highly Confidential, the burden must be placed on Verizon to justify such designation.

1. Classification as Highly Confidential Should Be Limited to Only the *Most Critical Commercially Sensitive Information and Competitively Sensitive Contractual Information.*

The Protective Agreement limits the Highly Confidential designation to information that is business or financial information that is *commercially sensitive* and contractual information that is *competitively sensitive*. *Commercially sensitive* business or financial information is information that is sensitive for reasons generally related to sales or marketing or other commercial purposes. From its discussions with Verizon to resolve the instant dispute, the Competitive Carriers do not believe that Verizon has relied upon this category of information for its designation of the IP Agreements as Highly Confidential.⁶

⁵ While the Competitive Carriers do note that there is information in the IP Agreements that is now public (for instance, the identification of Verizon's and Comcast's Massachusetts affiliates as participants in the IP Agreements, the fact that the parties are exchanging traffic under an IP Agreement, etc.), the Competitive Carriers are not seeking to have Verizon produce a public version of its IP Agreements at this time. The Competitive Carriers' motion and related argument are limited to Verizon's overbroad use of the Highly Confidential designation.

⁶ The Competitive Carriers do not claim that information such as prices, rates, volumes, etc., should not appropriately be designated Highly Confidential, and thus if such information may fall into the competitively sensitive business or financial information category, there will be no dispute between the parties in that regard.

Contractual information that is *competitively sensitive* can be understood to include only such information as may be advantageous to be possessed by a competitor, and from which said competitor could gain an advantage in the marketplace(s) in which the parties compete. Also, since the definition of the lower-tier “Confidential” designation already includes information that is “competitively sensitive,” *see* Protective Agreement at 2, ¶ 1, it is apparent that for information to receive the Highly Confidential designation it must be restricted to information that is truly of the most sensitive nature – the type of contractual terms that are hotly negotiated and from which the benefit of the bargain, or competitive advantage, between negotiating parties is derived. This conclusion is reinforced by the terms of the Protective Agreement itself, wherein the only substantive distinction between the Confidential and Highly Confidential designations is that personnel that regularly negotiate certain types of agreements or that make competitive decisions are precluded from reviewing Highly Confidential Information.

2. Generally Known Information Should Not Be Protected

It must also be noted that the courts have long recognized that one cannot maintain an expectation of confidentiality over subject matter that is either not secret or is generally known within an industry. J.T. Healy and Son, Inc. v. James Murphy and Son, Inc., 260 N.E.2d 723, 736 (1970) (“The subject matter of a trade secret must be secret. Matters of public knowledge or of general knowledge in an industry cannot be appropriated by one as his secret.” Quoting the Restatement: Torts, § 757, comment b.). “The subject matter of the trade secrets must be unknown i.e., known only to the owner and possibly several others to whom it was necessarily disclosed upon the admonition that its secrecy be maintained.” Jet Spray Cooler, Inc. v. Crampton, 282 N.E.2d 921, 925 (1972). Accordingly, to the extent that information is either

publicized by Verizon, or generally and widely known and available, it can hardly be claimed to be Highly Confidential.

Bearing the foregoing in mind, it stretches credulity for Verizon to contend that the contract in its entirety is Highly Confidential. Much information about the contract is known because Verizon has disclosed it publicly in this docket and before the Federal Communications Commission (“FCC”). Information that is known regarding the IP Agreements includes:

- That the IP Agreements “set forth the terms regarding the exchange of traffic in Internet Protocol format between Verizon and another carrier.” Motion for Confidential Treatment at 2 – 3.
- That Comcast is a party to the IP Agreements. *See* Hearing Officer Ruling on Comcast Phone of Massachusetts, Inc. Petition to Intervene and Motion for Leave to Late File, Investigation by the Department on its Own Motion to Determine whether an Agreement entered into by Verizon New England d/b/a Verizon Massachusetts is an Interconnection Agreement under 47 U.S.C. § 251 requiring the Agreement to Be Filed with the Department for Approval in Accordance with 47 U.S.C. § 252, DTC 13-6, at 3-4 (August 9, 2013).
- Verizon and Comcast are already exchanging traffic in IP format subject to the terms of their “preliminary and evolving arrangement.” Motion for Abeyance at 1.
- The IP Agreements cover Verizon’s FiOS Digital Voice VoIP traffic. Motion for Abeyance at 2.
- The IP Agreements do not yet state the “business and operational terms on which they agree to exchange voice traffic in IP format – such as terms governing the mechanics

of connecting the companies' facilities, the routing of traffic in IP format and the signaling and media parameters for such traffic." Motion for Abeyance at 2.

As to the above identified information, it can no longer be claimed that such information is entitled to the Highly Confidential designation as it is publicly known.

3. Generic Interconnection Agreement Language Should Not Be Deemed Confidential.

Other information is not appropriately designated Highly Confidential because similar terms (typically called boiler-plate) are contained in all contracts – including all of Verizon's publicly available interconnection agreements, so disclosure represents no competitive risk. Similarly, Verizon has publicly disclosed that the IP Agreements set forth the terms for Verizon and Comcast to exchange traffic in IP format, so if portions of the contract generally reflect the exchange of traffic, they are not Highly Confidential. The structure and general workings of an agreement to exchange traffic are public knowledge and universally known within the industry because ICAs are publicly filed. It hardly follows, therefore, that generic traffic exchange language would be entitled to Highly Confidential treatment as *competitively sensitive*.

Even though Verizon bears the burden of proof to establish the validity of its confidentiality designations,⁷ the Competitive Carriers have attached a version of the IP Agreements proposing an appropriately limited redaction of Highly Confidential information. This proposed Confidential version of the contracts reflects several overarching considerations: (1) it is generally known that Verizon and Comcast have entered into an agreement to exchange voice traffic in IP format, (2) that the general structure of an agreement to exchange voice traffic is not subject to the Highly Confidential designation as agreements for the exchange of voice traffic are common and publicly available and therefore not competitively sensitive, (3) that

⁷ The Competitive Carriers note for the Department that because Verizon bears the burden of proof, the Competitive Carriers believe they are entitled to and intend to file an Answer to Verizon's justification should Verizon file one.

rates, prices, volumes, costs, etc., are Highly Confidential as it would be advantageous for competitors to know such terms, (4) that the definitions of the type of traffic subject to the IP Agreements have been publicly described only in the most limited of terms and are entitled to the Highly Confidential designation, and (5) that boiler-plate terms are not subject to the Highly Confidential designation.

III. Conclusion.

The case at bar inquires whether the IP Agreements are ICAs. Whether an agreement constitutes an ICA hinges on whether it is “[a]n agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to right-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation.” Order Opening an Investigation, Declining to Issue an Advisory Ruling, and Denying Verizon MA’s Motion to Dismiss or Stay in the Proceeding, D.T.C. 13-6 at 11 (May 13, 2013)(quoting In re Qwest Commc’ns Int’l Inc. Pet. For Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Sec. 252(a)(1), WC Docket No. 02-89, Mem. Op. and Order, FCC 02-276, ¶ 10 (Oct. 4, 2002)(emphasis in original)). The Competitive Carriers have personnel that can provide meaningful analysis that will assist the Department to develop a full and complete record in the matter at bar. Those experts must be allowed to review portions of the IP Agreement other than the most sensitive pricing and similarly commercially valuable terms.⁸ It is not essential for the most sensitive contract terms, the truly Highly Confidential portions of the contract, to be reviewed by the Competitive Carriers’ experts in order for them to meaningfully participate. Effective review can be

⁸ To the extent Verizon may argue that the Competitive Carriers can have such employees review the IP Agreement, that is a false choice for many of the Competitive Carriers, because to gain such access, those internal personnel give up the right to assist their company in any interconnection agreement negotiations for the next 2 years.

accomplished without examining the competitively or commercially sensitive portions of the IP Agreement. Verizon's over-designation of the IP Agreements in their entirety, however, is thwarting the Competitive Carriers' meaningful participation in this docket as the Competitive Carriers' personnel that are eligible to review Confidential materials, but not Highly Confidential materials, are prevented from participating by Verizon's unjustified over-designation of all materials as Highly Confidential. The Competitive Carriers understand Verizon's desire to maintain the competitive advantages to which it is entitled, but its gross over-designation of material not entitled to Highly Confidential treatment has the effect of preventing meaningful participation in the matter at bar and is far beyond what is necessary and appropriate to protect Verizon's competitive interests. This the Department must not allow.

WHEREFORE, the Competitive Carriers request that the Department (1) make a finding that Verizon's over-designation of the IP Agreements in their entirety is a violation of the HO Confidentiality Ruling, (2) make a finding that Verizon's over-designation is contrary to the terms of the Protective Agreement, (3) compel Verizon to produce as a Confidential version of

the IP Agreements the appropriately redacted version enclosed as Exhibit One, and (4) admonish Verizon to avoid over-designation of materials produced in this docket moving forward.

Respectfully Submitted,

 12/9/13

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Exhibit One

Highly Sensitive Confidential Information

Exhibit Two

Certificate of Service

I, Benjamin J. Aron, hereby certify that copies of the foregoing Motion have been served, in accordance with the Department's procedural rules and regulations, upon the parties listed in the Service List for DTC Docket 13-6 on this 9th day of December, 2013.

A handwritten signature in blue ink, appearing to read "Benjamin J. Aron", is written over a horizontal blue line.