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December 23, 2013

Catrice Williams, Secretary  
Department of Telecommunications & Cable  
1000 Washington Street, Suite 820  
Boston, Massachusetts 02118-6500

**Re: D.T.C. 13-6 – Agreement of Verizon New England Inc.**

Dear Secretary Williams:

Enclosed for filing in the above-referenced proceeding is Verizon New England Inc. d/b/a Verizon Massachusetts' Motion for Confidential Treatment. The document addressed in the motion is being submitted directly to the Hearing Officer pursuant to the Procedural Schedule and Notice issued on November 29, 2013.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Moore".

Alexander W. Moore

Enclosure

cc: Michael Scott, Hearing Officer (2)  
Service List

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

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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	)	D.T.C. 13-6
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	)	
	)	

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**MOTION FOR CONFIDENTIAL TREATMENT**

Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon MA”) hereby requests that the Department of Telecommunications and Cable (“Department”) protect from public disclosure and provide confidential treatment for the agreement between Verizon and Comcast submitted herewith pursuant to the Department’s order in this proceeding dated May 13, 2013. In support of this Motion, Verizon MA states that the document contains confidential, proprietary, competitively sensitive information under Massachusetts law and is therefore entitled to protection from public disclosure. As further grounds for this motion, Verizon MA states the following.

1. M. G. L. c. 25C, § 5, provides in part that:

Notwithstanding clause Twenty sixth of section 7 of chapter 4 and section 10 of chapter 66, the [D]epartment may protect from public disclosure trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter.

In determining whether certain information qualifies as a “trade secret,”<sup>1</sup> Massachusetts courts have considered the following:

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<sup>1</sup> Under Massachusetts law, a trade secret is “anything tangible or electronically kept or stored which constitutes, represents, evidences or records a secret scientific, technical, merchandising, production or management information design, process, procedure, formula, invention or improvement.” Mass. General Laws c. 266, § 30;

- (1) the extent to which the information is known outside of the business;
- (2) the extent to which it is known by employees and others involved in the business;
- (3) the extent of measures taken by the employer to guard the secrecy of the information;
- (4) the value of the information to the employer and its competitors;
- (5) the amount of effort or money expended by the employer in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Jet Spray Cooler, Inc. v. Crampton, 282 N.E.2d 921, 925 (1972). The protection afforded to trade secrets is widely recognized under both federal and state law. In Board of Trade of Chicago v. Christie Grain & Stock Co., 198 U.S. 236, 250 (1905), the U.S. Supreme Court stated that the board has “the right to keep the work which it had done, or paid for doing, to itself.” Similarly, courts in other jurisdictions have found that “[a] trade secret which is used in one’s business, and which gives one an opportunity to obtain an advantage over competitors who do not know or use it, is private property which could be rendered valueless ... to its owner if disclosure of the information to the public and to one’s competitors were compelled.” Mountain States Telephone and Telegraph Company v. Department of Public Service Regulation, 634 P.2d 181, 184 (1981).

2. The information addressed in this Motion constitutes confidential, competitively sensitive, proprietary information that is entitled to protection under Massachusetts law. The

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see also Mass. General Laws c. 4, § 7. The Massachusetts Supreme Judicial Court (“SJC”), quoting from the Restatement of Torts, § 757, has further stated that “[a] trade secret may consist of any formula, pattern, device or compilation of information which is used in one’s business, and which gives him an opportunity to obtain an advantage over competitors ... It may be a formula treating or preserving material, a pattern for a machine or other device, or a list of customers.” J.T. Healy and Son, Inc. v. James Murphy and Son, Inc., 260 N.E.2d 723, 729 (1970).

enclosed document sets forth terms regarding the exchange of traffic in Internet Protocol format between Verizon and Comcast. In this respect, it no different than the “May 30 Documents” that the Department found should be afforded confidential treatment in the Hearing Officer Ruling issued on June 28, 2013. The enclosed document should be afforded such treatment for the same reasons.

3. Namely, the information at issue – the terms of the enclosed document – is highly valuable to Verizon MA, and Verizon MA and Comcast have agreed that such terms are confidential and shall not be disclosed to others. Conversely, knowledge of specific terms on which Verizon is willing to exchange traffic with one carrier in IP format would confer a valuable business advantage on other carriers (Verizon MA’s competitors) who may also seek to exchange traffic in IP format – namely, a leg up in contract negotiations with Verizon MA. If the Department finds in this investigation, as it should, that the agreements at issue here are not subject to state commission approval under section 252, then competitors would not be entitled to such an advantage in commercial negotiations and would not otherwise have access to that information. The Department should afford that information confidential treatment in order to preserve Verizon MA’s rights in the event of that outcome on the merits.

4. In sum, the information for which Verizon MA seeks protective treatment is confidential, competitively sensitive and proprietary information that is not otherwise available to other carriers, and would be of value to them. There is no compelling need for public disclosure of any of this information. Verizon MA, however, is at risk of suffering competitive disadvantage if this information is made public.

5. Verizon MA is serving the enclosed document (together with this motion) on the other parties to this proceeding pursuant to the Protective Agreement among the parties.

WHEREFORE, Verizon MA respectfully requests that the Department afford the document submitted herewith confidential treatment and exclude it from the public record in this case.

Respectfully submitted,

VERIZON NEW ENGLAND INC.

By its attorney,

A handwritten signature in blue ink, appearing to read "Alex Moore", is written over a horizontal line.

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Dated: December 23, 2013