

**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)	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)	

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 Confidential Attachments CC-VZ 1-6(a) and CC-VZ 1-6(b) to Verizon MA’s Responses to the Competitive Carriers’ First Set of Information Requests to Verizon, filed herewith. In support of this Motion, Verizon MA states that the documents contain confidential, proprietary, competitively sensitive information under Massachusetts law and are 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,”¹ Massachusetts courts have considered the following:

¹ 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.

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).

Confidential Attachment CC-VZ 1-6(a) is the model agreement that Verizon uses as the starting point for commercial negotiations with VoIP providers who are interested in exchanging traffic with Verizon in IP format. It sets forth the rates, terms and conditions that Verizon proposes for agreements governing such arrangements. Confidential Attachment CC-VZ 1-6(b), the SIP Interconnection Plan, is the companion technical workbook to the model agreement. It sets forth in great detail the technical means that Verizon has developed to exchange VoIP traffic in IP format, including among other things an efficient process for establishing the appropriate arrangements at multiple layers, comprehensive specifications on a host of SIP technical matters on which parties must agree in order to exchange traffic in IP format, and the preferred means by which Verizon's systems address those matters. These two documents are the results of an enormous amount of work by many highly trained Verizon engineers, specialists and attorneys to develop the technical means to exchange VoIP traffic in IP format and to memorialize the parties' agreement on a host of legal and technical issues while also providing sufficient flexibility to allow for ongoing changes on technical issues and solutions over time.

3. As such, these documents are highly valuable to Verizon MA. Public disclosure of this information to Verizon MA's competitors would confer on them a valuable competitive advantage, revealing to them sensitive information about the design of Verizon's IP networks, the technologies Verizon uses to provide VoIP service, and the locations of Verizon's VoIP customers, all of which may assist competitors in building or improving their own IP facilities and in making marketing decisions. Verizon MA protects and has not publicly disclosed this information. Verizon MA has disclosed the terms of these documents to other service providers only in the context of contract negotiations and pursuant to non-disclosure agreements which

prohibit them from using the documents for any purpose other than to negotiate an IP interconnection agreement with Verizon.

4. In sum, the information for which Verizon MA seeks protective treatment is confidential, competitively sensitive and proprietary information that is not publicly available and is available to other carriers only pursuant to non-disclosure agreement. 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.

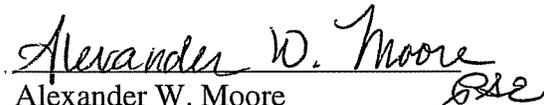
5. Verizon MA is serving Confidential Attachments CC-VZ 1-6(a) and CC-VZ 1-6(a) (together with this motion) on the other parties to this proceeding pursuant to the Protective Agreement among the parties.

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

Respectfully submitted,

VERIZON NEW ENGLAND INC.

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