D.T.E. 02-14-A February 22, 2002

Investigation by the Department of Telecommunications and Energy on its own Motion, pursuant to G.L. c. 159, §§ 12 and 16, into the regulations, practices, equipment, appliances, and service of Broadview Networks, Inc.

---

APPEARANCES:

Brad E. Mutschelknaus
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, DC 20036
FOR: BROADVIEW NETWORKS, INC.

Thomas Reilly, Attorney General
By: Wilner Borgella, Jr.
Assistant Attorney General
Utilities Division
Office of the Attorney General
200 Portland Street, 4th Floor
Boston, MA 02114
Intervenor

## I. INTRODUCTION AND PROCEDURAL HISTORY

On February 14, 2002, the Department of Telecommunications and Energy ("Department") issued an Order opening an investigation into the regulations, practices, equipment, appliances, and service of Broadview Networks, Inc. ("Broadview").[1] In the Vote and Order, the Department noted that information available to it indicated that Broadview, a carrier under the jurisdiction of the Department, may be currently serving former customers of Net2000 Communications, Inc. ("Net2000"), a carrier that filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Delaware on November 16, 2001. Vote and Order at 1. The Department further noted that this information indicated that Broadview intended to shut down the switches serving the former Net2000 customers on February 25, 2002, an occurrence that could cause substantial hardship to those customers that are unable to find an alternate carrier by that date.[2] Id. Accordingly, on its own motion, the Department voted to open an investigation to determine whether the regulations, practices, equipment, appliances, and service of Broadview as they relate to the bankruptcy of Net2000 and the potential loss of telecommunications services to the former Net2000 customers in Massachusetts are just, reasonable, safe, adequate, and proper. See G.L. c. 159, § 16. The Department's investigation was docketed as D.T.E. 02-14. Pursuant to notice duly issued, the

---

1 Investigation by the Department of Telecommunications and Energy on its own Motion, pursuant to G.L. c. 159, §§ 12 and 16, into the regulations, practices, equiment, appliances and service of Broadview Networks, Inc., D.T.E. 02-14, Vote and Order to Open Investigation (February 14, 2002) ("Vote and Order").

2 Because the former customers of Net2000 include medical centers and nursing homes, the Department determined that shutting down the switches precipitously could jeopardize the health and welfare of the citizens of the Commonwealth. Id.

Department held a public hearing on February 19, 2002, at which numerous individuals appeared and provided sworn statements about problems that would arise from imminent discontinuance of service. Following the public hearing, the Department held an evidentiary hearing. Pursuant to G.L. c. 12, § 11E, the Attorney General of the Commonwealth of Massachusetts ("Attorney General") filed a notice of intervention in the proceeding. The Department received no other petitions to intervene in the proceeding.[3]

In the evidentiary hearing held on February 19, 2002, Broadview presented the testimony of Rebecca Sommi, Vice-President of Operations Support, Broadview Networks, Inc.; and Eric Roden, Chief Operating Officer, Broadview Networks, Inc. The Department also questioned John L. Conroy, Vice-President Regulatory, Verizon Massachusetts. The evidentiary record consists of 23 exhibits. Broadview entered ten exhibits; the Attorney General entered one exhibit; the Department entered twelve exhibits. The record also includes Broadview's responses to seven record requests posed by the Department. In addition, Broadview filed a brief on February 21, 2002. The Attorney General late-filed his brief.[4]

---

[3] The day after the hearing, February 20, 2002, the hearing officer received an email transmission from R.H. Wyner Associates, Inc. d/b/a Shawmut Mills ("Shawmut Mills"), a business customer receiving service via the former Net2000 network, requesting that, because it did not have notice of the public hearing in time to participate, it be permitted to participate through written comments in support of its request that the Department ensure the continuity of its telecommunications service. Due to the very short notice period in this case and the importance upon which the Department places participation from affected customers, the Department will allow Shawmut Mills' request to late-file written public comments and, as an ad hoc exception to our filing requirements, accepts the email transmission of February 20, 2002, into the record of this proceeding ("Shawmut Mills Comments").

[4] Along with his brief, the Attorney General filed a motion to extend the filing deadline

(continued…)

## II. STANDARD OF REVIEW

Mass. G.L. c. 159, § 16, states, in pertinent part:

> If the Department is of the opinion, after a hearing had upon its own motion or upon complaint, that the regulations, practices, equipment, appliances or service of any common carrier are unjust, unreasonable, unsafe, improper or inadequate, the department shall determine the just, reasonable, safe, adequate and proper regulations and practices thereafter to be in force and to be observed, and the equipment, appliances and service thereafter to be used, and shall fix and prescribe the same by order to be served upon every common carrier to be bound thereby. . . .
> Before making such order, the department shall consider the relative importance and necessity of the changes in any specific regulations, practices, equipment and appliances proposed to be included therein and of other changes which may be brought to its attention in the course of the hearing, the financial ability of the carrier to comply with the requirements of the order, and the effect of the carrier's compliance therewith, upon its financial ability to make such other changes, if any, as may be deemed by the department of equal or greater importance and necessity in the performance of the service which the carrier has professed to render to the public.

Thus, the Department must first determine whether the Company's practices, equipment, or service do not meet the statutory requirement, and then consider the cost of any remedy and its impact on the Company's financial ability to provide service to the public. See Town of Athol, D.T.E. 99-77 (2001) (citing New England Telephone and Telegraph Company, D.P.U. 89-300, at 289-290 (1990); Mission Hill, D.P.U. 96-30, at 2-3 (1997)).

## III. BACKGROUND

---

[4](…continued)

> for briefs. Due to the expedited procedural schedule the Department established to deal with this case in a timely fashion, the Department is inclined to deny the motion; however, an exception will be made in this instance as the Department understands that the Attorney General did not receive Broadview's responses to the Department's record requests until two hours before the briefs were due.

On November 16, 2001, Net2000 filed for Chapter 11 bankruptcy protection (Exh. DTE-2). Effective January 21, 2002, Cavalier Telephone ("Cavalier") purchased certain assets from Net2000, including its switches and customer base, which included customers in Massachusetts (Exh. BV-10). On December 17, 2001, Cavalier and Net2000 sent a letter to all Net2000 customers in Massachusetts indicating that "Net2000 intends to transfer its local, data, and long distance service customers to Cavalier. . ." and that "[y]ou will automatically become a Cavalier customer and Cavalier will pay any change charges associated with the transfer of your account . . ." (Exh. BV-1; Tr. at 81). Cavalier, however, was not, at the time of this transfer, a carrier authorized to do business in Massachusetts (Tr. at 136-137). Nor has Cavalier sought authorization since the transfer.

On or about January 21, 2002, according to Broadview's witness, Broadview purchased from Cavalier the Net2000 switches, subscriber lists, and right to solicit the former Net2000 customers in Massachusetts (Tr. at 56-58). On January 11, 2002, however, both Cavalier *and* Broadview sent a letter to certain Net2000 customers in Massachusetts indicating that "unforeseen timing constraints do not allow Cavalier to take over your service at this time" but that "Cavalier has entered into an agreement to transfer your service to Broadview" and that "Broadview Networks will begin to serve you on or about January 21, 2002" (Exh. BV-2; Tr. at 81 (emphasis added)). On January 16, 2002, Net2000 sent a letter to certain Net2000 customers in Massachusetts indicating that Net2000 would no longer provide telecommunications services and that "[y]ou must select a new local and/or long distance telecommunications provider as soon as possible and transfer your service to a new provider by

February 21, 2002" because Net2000 would no longer be able to provide services after that date (Exh. BV-3; Tr. at 81-82). On January 25, 2002, Cavalier and Broadview sent a letter to certain other Net2000 customers in Massachusetts indicating that "unforeseen circumstances do not allow Cavalier to take over your service at this time" and that "Cavalier has entered into an agreement to allow Broadview Networks to solicit your business" and that "Broadview Networks began to serve you on an interim basis as of January 24, 2002. However, you must act immediately by making permanent arrangements with Broadview Networks or another carrier. Otherwise, you will face interruption of your service by February 25, 2002" (Exh. BV-4; Tr. at 81-82). The January 25 Cavalier/Broadview letter also stated, "You will also be receiving a new bill from Broadview Networks for service effective January 24, payable to Broadview Networks" (Exh. BV-4, at 2). Broadview also contacted by telephone some Massachusetts customers during January 25-29, 2002, to solicit permanent arrangements with the customers (Tr. at 87-88).

In addition, on Broadview's website, http://www.broadviewnet.com, Broadview indicated that "[o]n or about January 21, 2002, Broadview Networks will begin to serve you as your ongoing telecommunications service provider. In order to transfer service to Broadview Networks, some customers will need to sign a new service agreement. If this is the case for you, this was indicated in the joint-letter you recently received from Cavalier and Broadview Networks" (Exh. DTE-4). This information was posted to Broadview's website on January 11, 2002 (RR-DTE-5).

According to Broadview, operation of the Net2000 network in Massachusetts costs Broadview approximately $1.2 - $1.7 million per month (Tr. at 111, 117). Broadview has not issued bills to any customers served by the former Net2000 network, but has, as part of its business-record keeping, identified customers and the charges to be billed to those customers, and estimates that the maximum revenue it could potentially receive for the services provided to the former Net2000 customers in Massachusetts for the time period at issue is approximately $150,000 (RR-DTE-1; Tr. at 189-191).

## IV. ANALYSIS AND FINDINGS

For the reasons stated below, the Department finds that, pursuant to G.L. c. 159, § 16, Broadview's decision to discontinue service to the former Net2000 customers in the manner it intends is not just, reasonable, safe, adequate, or proper. Therefore, the Department hereby determines the practices Broadview must follow to conform to G.L. c. 159, § 16, and orders Broadview to continue providing service to the customers served by the former Net2000 network for thirty days from the date of this Order, or until all of Broadview's former Net2000 customers have been successfully migrated to carriers of their choice, whichever is earlier.

### A. Service to the Former Net2000 Customers

Broadview testified that Net2000 is no longer providing service in Massachusetts (Tr. at 147), that Cavalier is not authorized to provide service in Massachusetts (Tr. at 136), and that Broadview is serving the Net2000 customers on a "network basis" only (Tr. at 139), but that Broadview does not know whose customers they are (Tr. at 148). Broadview has offered evidence purporting to show that Cavalier owns the Net2000 customer base, having purchased

it from Net2000 (Exh. BV-10). But Cavalier is not authorized to operate as a common carrier in Massachusetts, and both of the joint Cavalier/Broadview letters indicate that Cavalier was not able to take over the Net2000 customers' service (Exhs. BV-2, BV- 4). Broadview represented several times to customers that it would take over their service and intended to bill them for that service.

Broadview argues that, as a matter of contract and of common carrier law, Broadview's obligations are limited to those customers who have ordered Broadview's service, and that if Broadview attempted to serve and render bills to customers who had not explicitly ordered its service, it "undoubtedly would be accused of engaging in unlawful slamming" (Broadview Brief at 9). Broadview has not presented evidence that bankruptcy-related carrier-to-carrier mass migrations have ever resulted in an accusation of slamming in Massachusetts. The Department notes that no one from Broadview contacted the Department to inquire whether serving and rendering bills to the Net2000 customers under this set of circumstances would leave it vulnerable to a charge of slamming; if such contact had been made, Broadview would have been directed to the record of prior CLEC bankruptcies in Massachusetts, in which the Department routinely permits a bankrupt carrier's customer base to be assumed by another carrier without the requirement of signed letters of authorization ("LOAs") from each customer. While the Department continues to require valid LOAs in the ordinary course of business, the transfer of a customer base in the context of a bankruptcy proceeding presents greater challenges to the carriers involved and greater risks to the affected customers. Requiring LOAs from each customer of a bankrupt carrier would magnify the existing risk of a

service interruption to the affected customers; therefore, the Department customarily waives the LOA requirement in bankruptcies in order to ensure continuity of service to customers. See 220 C.M.R. § 13.08.

Dial tone is provided by the switch, and Broadview has testified that it owns the Net2000 switches (Tr. at 128). Given the totality of the circumstances, including the language previously quoted from the joint Cavalier/Broadview letters to the Net2000 customers and from Broadview's own website, the Department concludes that Broadview is the carrier serving former Net2000 customers in this instance. Broadview, having held itself out via its website and its communications to the Net2000 customers as the Net2000 customers' carrier on an interim and prospective basis, cannot now disclaim obligation to those customers. The joint Cavalier/Broadview letter of January 11, 2002 (Exh. BV-2) could reasonably and perhaps only be read by a Net2000 customer as an assurance that Broadview was taking him on as a customer for the same services he received from Net2000. The second joint letter of January 25, 2002 (Exh. BV-4) may contain some arguably equivocal wording interpretable now (or so Broadview would have us conclude) as less than a commitment to serve. Given the context established by the January 11 letter, a reasonable Net2000 customer would not, in our view, have read the second letter as a retreat from service commitment, but rather as a repeated assurance. In short, Broadview held itself out to Net2000 customers as the successor carrier. Its reinterpretation of its January actions is without persuasive force. Broadview became the carrier and will not now be heard to disavow its representation to customers. As the carrier, Broadview has certain obligations to the Net2000 customers, including providing the customers

with adequate notice of disconnection, and informing the Department of any actions that might jeopardize the continuity of service to the customers.

B. Adequacy of Notice

The Department concludes that the notice to the affected customers of the imminent discontinuance of service was inadequate.[5] The December 17, 2001 joint Net2000/Cavalier letter to the Net2000 customer base (Exh. BV-1) did not provide adequate notice of an imminent service interruption. The letter does state, on the top of page 2, that "it is possible that . . . Net2000 will be required to simply terminate service without transferring customer accounts" (id.). However, farther down on page 2, the letter states that "we emphasize that you are a valued customer of Net2000 and will be treated as such by Cavalier. You will automatically become a Cavalier customer and Cavalier will automatically pay any charges associated with the transfer of your account . . ." (id.). On page one, the letter assures customers "you will not be inconvenienced by this change – your current telephone number and account will be migrated to Cavalier and the process will be seamless" (id.). If a carrier wishes to notify customers that their service is in risk of imminent interruption, it must do so unequivocally; the December 17 letter contained assurances of a seamless transfer, and could be interpreted by a reasonable business customer as an indication that continuity of service was assured without the need for any affirmative steps on its part. These are, of course, the actions

---

[5] The Department also finds that Broadview's notice to the Department of the imminent discontinuance of service was inadequate, as the Department had no notice of the confusion surrounding the Net2000-Cavalier-Broadview transition until the Department began receiving complaints from concerned subscribers.

of Net2000, but they establish the context in which Broadview acted and which Broadview not only did not disavow but, in fact, reinforced in its representations to customers.

The January 25, 2002 letter (Exh. BV-4) also failed to provide adequate notice of disconnection to the Net2000 customers who received it. Broadview states that its unrebutted testimony established that the normal timeline for a T1 installation does not exceed approximately four weeks, and that expedited mass migration can be completed in less than two weeks (Broadview Brief at 12).[6] The testimony concerning T1 installation intervals may have been unrebutted at the evidentiary hearing, but the affected customers who gave sworn statements at the public hearing spoke of installation intervals of "five to six weeks" (Tr. at 13); a "minimum . . . four to six weeks" (Tr. at 23, 27); and "six to eight weeks" (Tr. at 41). In fact, the Department has received so many carrier complaints concerning extended provisioning intervals for special access circuits that it opened an investigation into Verizon's special access provisioning, docketed as D.T.E. 01-34. Even customers who selected a new carrier immediately upon receipt of the January 25 letter would have had barely four weeks notice of disconnection. Because of the time required to provision special access facilities in Massachusetts, four weeks notice is inadequate.

---

[6] In support of its contention, Broadview cites, inter alia, Verizon's testimony concerning its own willingness to help transition existing circuits for Net2000 customers within approximately two weeks from the receipt of necessary documentation (Tr. at 198). Because Verizon's offer of assistance was made under extraordinary circumstances, and because Verizon's offer involves the transition of existing circuits, not the provisioning of new circuits, the timeline effective for Verizon's offer cannot be understood as applying generally to all new orders for special access circuits.

The Department has maintained a policy requiring carriers that discontinue service or go out of business to provide the Department and their customers with 30 days advance written notice prior to discontinuance of service. Up until now, this 30 day notice generally has been effective in allowing customers sufficient time to find alternate providers. However, the facts of this case and other recent CLEC bankruptcies, has demonstrated that in some situations customers need as much as 60 days advance notice to find alternate providers. Therefore, effective immediately, carriers are required to provide the Department and customers with 60 days advance written notice of discontinuation of service or network shutdown.

C. Technical Considerations

Broadview argues that the potential hardship faced by the Net2000 customers is at least partially attributable to Verizon, because Verizon has "unreasonably delayed the installation of replacement services, and caused some customers to obtain due dates after the planned February 25 network shutdown" (Broadview Brief at 14). Neither the testimony nor the documents offered into evidence were conclusive, however, in resolving the issue of who owns or otherwise has authority to act with regard to the circuits. Broadview testified that it did not purchase the circuits from Cavalier (Tr. at 92); however, it produced a letter of authorization ("LOA") from Cavalier which purports to give it the authority to issue orders and disconnects for the circuits (RR-DTE-2). Broadview also produced a document from Net2000, which, Broadview testified, amounts to a request from Net2000 that Verizon disconnect the circuits (Exh. BV-5; Tr. at 100). Broadview produced yet another document concerning the circuits, in which Verizon reserves its rights to terminate the circuits at any time (Exh. BV-9).

Together, Exhibits BV-5, BV-9, and RR-DTE-2 suggest that Broadview, Net2000, and Verizon have simultaneous authority to act with regard to the same set of circuits. As the documents offered into evidence by Broadview conflict with each other concerning who has the authority to act with regard to the circuits, it is not clear that Verizon acted improperly in rejecting Broadview's proffered LOA.

At the close of the evidentiary hearing, Broadview offered to keep the Net2000 switches operational until February 28, 2002 (Tr. at 195). In addition, on February 22, 2002, Broadview submitted a letter to the Department ("Broadview Letter") in which Broadview offered to exercise its best efforts to keep the legacy Net2000 network operational until March 15, 2002, if necessary, to avoid any service interruption to customers. (We make this letter part of the record in this proceeding.) Broadview's offer was conditioned upon the Department agreeing not to impose any further sanctions or penalties on Broadview for its activities related the acquisition of the Net2000 assets (Broadview Letter at 2). While the Department appreciates Broadview's offer to use its best efforts to keep the network up until March 15, and considers the offer to be a useful step in the right direction, the conditions Broadview expresses do not, of course, bind the Department. The Department may not barter away its statutory obligation that it ensure that telecommunications services are provided to end-users in a just, reasonable, safe, proper, and adequate manner. See G.L. c. 159, § 16. (Regardless whether Broadview appeals this Order, we take the representations in the Broadview Letter to be conclusive of their capability, and therefore to be binding.)

In its brief, Broadview contends that if Broadview and Verizon work together, and the Department orders Verizon to expedite the processing of all pending orders, all customers that have complained can be migrated to their carriers of choice on or before February 28, 2002 (Broadview Brief at 17). Broadview argues that the workability of this solution is unrebutted, and that it represents a "simple, easy, inexpensive, and elegant solution" (id.). While it may indeed be simple and easy for the Department to order Verizon to expedite all pending orders, a solution is not elegant if it does not work, and failure at this juncture would be damaging for the affected Net2000 customers. For example, one affected customer, Communications and Power Industries, is a defense contractor dealing with the Department of Defense on guided missile systems; another customer, Source One Financial Corporation, is a bank, and would be unable to issue or collect on loans if its service is interrupted; also affected is J.D. Daddario, which employs 90 people and has a base of 6,000 customers, which it will be unable to serve if it loses service (Tr. at 18, 31, 39). Verizon testified that it could not transition all the circuits by February 28, 2002 (Tr. at 48, 198). Verizon has, however, offered to work with Broadview and other CLECs to transition the existing circuits to the customer's carrier of choice within approximately two weeks from the receipt of the documentation necessary to do so (Tr. at 48, 198).[7] The Department notes that Verizon has reserved the right to seek recovery of unpaid amounts due to Verizon (Tr. at 48). Further, although Broadview claims that continuance of service to the former Net2000 customers is not within its exclusive control,

---

[7] Broadview has already begun submitting circuit IDs to the Department (RR-DTE-7) and to Verizon, and that work on transitioning some customer accounts has already begun.

as vendors such as Verizon, UUNet, and WorldCom, may at any time refuse to continue to provide service (Broadview Brief at 14-15), the Department requires Broadview to exert all efforts to ensure this eventuality does not occur during the transition period.

D. Financial Considerations

The Department's statutory obligations require us to balance the financial ability of the carrier under investigation to take such actions as we are requiring in this Order. See G.L. c. 159, § 16. Broadview has asserted that it will incur an expense of approximately $1.2 - $1.7 million to continue operation of the network for an additional month, with only a small portion of this amount (estimated at $20,000) recoverable from Broadview customers (Broadview Brief at 15-16). While this expense is not a small amount, when we balance the interests of the customers served by the network, the interests of the employees and customers of those businesses, the public interest, and the very real possibility that concerted efforts from Broadview and Verizon can result in expedited treatment for the affected customers (see Tr. at 48, 198), the balance shifts in favor of requiring that Broadview provide continued service and work diligently with Verizon to process pending orders quickly.[8] Broadview purchased the switches from Cavalier with the knowledge that the customers' telecommunications access lines were connected to those switches, and notwithstanding claims of financial hardship, Broadview should not be allowed to abandon its service to those customers (Exhs. BV-2, BV-4; Attorney

---

[8] In the public hearing phase of this proceeding, the Department received numerous sworn statements from former Net2000 customers currently served by Broadview indicating that severe financial hardship would result from the discontinuance of telecommunications services in the manner Broadview intends (Tr. at 12-13, 17, 18-19, 23, 27, 29, 30-32, 34, 35, 39; Shawmut Mills Comments at 1).

General Brief at 3). As we noted above, Broadview's own statements portrayed it in such a way that a Net2000 customer would (and evidently did, see Tr. at 11-44) reasonably regard Broadview as stepping into Net2000 and Cavalier's shoes to provide continued service. Further, we have reviewed Broadview's consolidated balance sheet and income statement (RR-DTE-4) and we believe that Broadview will be financially able to comply with our Order to continue providing service for the duration we require. Verizon has stressed its willingness to work with Broadview to accomplish this goal, and we expect the cooperation from both Broadview and Verizon as promised in the evidentiary hearing.[9]

Finally, in its brief and at the public hearing, Broadview raises concerns about procedural due process (Broadview Brief at 1 n.1; Tr. at 6-7). An imminent harm to the public served by a common carrier has a strong influence on determining what process is "due" in the circumstances presented. We did not contribute to, nor do we control those circumstances. Neither do the common carrier customers. But statute requires that we protect the public and those customers from the harmful service conditions described. G.L. c. 159, § 16. There was no violation of due process, such as Broadview suggests. While we agree with Broadview that the Department has acted expeditiously in issuing its Vote and Order, in holding the hearing on this matter, and in issuing this Order, circumstances have dictated the

---

[9] In addition, the Department disagrees with Broadview's assertion in its brief that any Order from the Department requiring continued service would be an unlawful "taking" under Loretto v. Teleprompter Manhattan CATV Corp., 458 U.S. 419 (1982) (Broadview Brief at 16-17). The Department has not required a "permanent physical occupation" of Broadview's property, nor is the Department requiring Broadview to do anything other than what it has held itself out as doing.

expedited treatment, which in all ways has comported with due process.[10] In addition, Broadview received substantially all of the documentation sought in its discovery request in an email from the Department to Rebecca Sommi dated February 12, 2002. The e-mail is contained in Exh. DTE-11.

## IV. ORDER

Accordingly, after due notice, hearing, and consideration, it is hereby

ORDERED: that Broadview is directed to continue to provide service to the former Net2000 customers in Massachusetts for thirty days from the date of this Order, or until all former Net2000 customers have been successfully migrated to a carrier of their choice, whichever is earlier; and it is

FURTHER ORDERED: that Broadview is directed to advise the Department of its compliance with this Order by twelve noon on February 25, 2002; and it is

FURTHER ORDERED: that in the event Broadview does not comply with this Order, the Department requests that Office of the Attorney General of the Commonwealth prepare to undertake an enforcement action pursuant to G.L. c. 159, § 39, and to that end we direct the Department Secretary to forward forthwith a copy of this Order to the Attorney General.

By Order of the Department,

---

[10] We note that on the same day as our February 19 hearing, the New York Public Service Commission issued an Order of similar nature. See Proceeding on Motion of the Commission as to Compliance by Broadview Networks, Inc. with Order Adopting Mass Migration Guidelines, NYPSC Case 02-C-0201, Order Requiring Continued Service (issued and effective February 19, 2002).

_____/s/_____
James Connelly, Chairman

_____/s/_____
W. Robert Keating, Commissioner

_____/s/_____
Paul B. Vasington, Commissioner

_____/s/_____
Eugene J. Sullivan, Jr., Commissioner

_____/s/_____
Deirdre K. Manning, Commissioner

Appeal as to matters of law from any final decision, order or ruling of the Commission may be taken to the Supreme Judicial Court by an aggrieved party in interest by the filing of a written petition praying that the Order of the Commission be modified or set aside in whole or in part.

Such petition for appeal shall be filed with the Secretary of the Commission within twenty days after the date of service of the decision, order or ruling of the Commission, or within such further time as the Commission may allow upon request filed prior to the expiration of twenty days after the date of service of said decision, order or ruling. Within ten days after such petition has been filed, the appealing party shall enter the appeal in the Supreme Judicial Court sitting in Suffolk County by filing a copy thereof with the Clerk of said Court. (Sec. 5, Chapter 25, G.L. Ter. Ed., as most recently amended by Chapter 485 of the Acts of 1971).