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 13-6

COMPETITIVE CARRIERS' MOTION FOR CONFIDENTIAL TREATMENT

1. The Competitive Carriers (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, Inc.) respectfully request that the Department grant confidential treatment to and exempt from public disclosure the following information and/or documents that this motion accompanies:

> The separate supplemental responses to information request VZ-I 1-1, by Cbeyond, EarthLink Business, Level 3, and PAETEC, constituting or containing "the number of agreements per type of provider . . . that each Intervenor has entered into concerning, providing for, or governing the exchange in IP format of voice traffic."
>
> Copies of agreements being produced in connection with the Competitive Carriers' supplemental response to VZ-I 1-2.

This information and/or these documents constitute or contain proprietary, confidential, and/or competitively sensitive information that is entitled to confidential treatment and protection from public disclosure.

2. Pursuant to G. L. c. 25C, § 5, "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." "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 who do not know or use it." *J.T. Healy and Son, Inc. v. James Murphy and Son, Inc.,* 357 Mass. 728, 736, 260 N.E.2d 723, 729 (1970) (quoting *Restatement of Torts,* § 757). A leading Massachusetts case cites "six factors of relevant inquiry" in determining trade secret status: (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,* 361 Mass. 835, 282 N.E.2d 921, 925 (1972). The information and/or documents that are the subject of this Motion are entitled to protection under these standards.

3. The information provided by each of the Competitive Carriers that have claimed confidentiality with respect to their separate responses to VZ-I 1-1 concerns "the number of agreements per type of provider . . . that each Intervenor has entered into concerning, providing for, or governing the exchange in IP format of voice traffic." In each case, the information has

been compiled from internal sources in order to respond to this request. It is not publicly available. In fact, agreements of this type typically contain confidentiality provisions prohibiting disclosure of the existence and provisions of the agreement. Only a limited number of the respective company personnel have this information. Disclosure of this information could violate the confidentiality provisions of the agreements and work competitive harm to the disclosing Competitive Carrier by revealing product, marketing, and strategic information to its competitors.

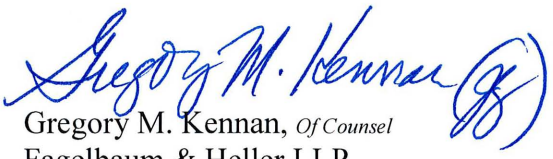
4. The agreements being produced in connection with the supplemental response to VZ-I 1-2 l and their contents are not publicly available. These agreements contain competitively sensitive information, disclosure of which could work competitive harm to the parties to those agreements — both the producing party and the other party(ies) to the agreement — by revealing to other competitors the existence of the agreements and terms and conditions related thereto. In contrast to incumbent local exchange carriers like Verizon, which are required by 47 U.S.C. § 252 to publicly file their interconnection agreements, the parties to the agreements being produced are under no legal obligation to disclose them. For these reasons, these agreements typically contain nondisclosure provisions prohibiting the parties to the agreement from publicly disclosing the agreements' existence and/or contents. Disclosure of these agreements could affect the interests of persons or entities that are not parties to this action.

5. In sum, the information and/or documents described above are confidential, competitively sensitive, and proprietary; are not readily available to competitors; and would be of value to such competitors. There is no compelling need for public disclosure of any of this information.

WHEREFORE, the Competitive Carriers respectfully request that the Department afford confidential treatment to the information and/or documents described above and exclude them from the public record in this case.

April 28, 2014

Respectfully submitted,



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