

December 16, 2013

**Via Electronic Delivery & Federal Express**

Catrice C. Williams, Secretary  
Department of Telecommunications and Cable  
1000 Washington Street, 8<sup>th</sup> Floor, Suite 820  
Boston, MA 02118-6500

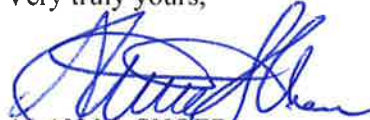
Re: DTC 13-6

Dear Secretary Williams:

Enclosed please find for filing in the above matter the Comments of Cox Rhode Island Telcom LLC and Charter Fiberlink MA – CCO, LLC in support to the Sprint Communications Company L.P. et al. (“Competitive Carrier’s”) Motion to Comply with Hearing Officer Ruling and Procedural Order.

Please let me know if the Department has any questions regarding this filing.

Very truly yours,



ALAN M. SHOER  
[ashoer@apslaw.com](mailto:ashoer@apslaw.com)

Enclosure

cc: Service List

**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	:	

**COMMENTS OF COX RHODE ISLAND TELCOM LLC  
AND CHARTER FIBERLINK MA-CCO, LLC**

Cox Rhode Island Telcom LLC (“Cox”) and Charter Fiberlink MA – CCO, LLC (“Charter”), file these Comments in support of the Sprint and CLEC companies (“Competitive Carriers”) Motion to Comply with Hearing Officer Ruling and Protective Order.

Cox and Charter intend to participate in these proceedings as limited participants, and not as full party participants in the manner expected by the Competitive Carriers. Nevertheless, Cox and Charter believe that Verizon’s treatment of each and every provision in the Agreement that is the subject of this investigation as “Highly Confidential” is not consistent with the required balancing set forth by the Department’s Confidentiality Ruling and the terms of the Protective Agreement agreed to by the Parties in this proceeding.

Cox and Charter’s outside counsel has reviewed the Agreement proposed by the Competitive Carriers in their Exhibit One to their Motion (still designated entirely as “Highly Confidential” subject to ruling by the Department), and Cox and Charter concur that the designations of only certain portions of the Agreement as “Highly Confidential” is appropriate, while the remaining provisions should be designated as “Confidential” pursuant to the Protective Agreement.

As the Competitive Carrier Motion points out, the Department's Confidentiality Ruling (at 15) emphasized the need to "balance" protection of commercially sensitive information with the ability of the parties to meaningfully review and participate in these proceedings. With that guidance, the parties negotiated the terms of a Protective Agreement that established two tiers of protection for confidential information, with the opportunity to establish a heightened degree of protection for information deemed "Highly Confidential." Notably, information designated as either "Confidential" or "Highly Confidential" cannot be used for any purpose other than preparation and participation in this proceeding. This means that information that is designated as "Confidential" is protected from use by the receiving individuals in any other manner unrelated to this proceeding. This is a standard provision in most Protective Agreements.

In the context of the Protective Agreement, however, the Parties agreed to special protection for highly sensitive information in the Agreement, related to prices, measurements, metrics and other information that appears to be specially negotiated between the companies. While such information and data are generally considered competitively sensitive Cox and Charter believe that the Competitive Carriers Motion, and their Exhibit One, sufficiently protects Verizon from unwarranted disclosure or use of "Highly Confidential" information. Verizon's designation of the entirety of the Agreement as "Highly Confidential" tips the scales much further than necessary to protect Verizon's commercially sensitive data. Moreover, Verizon's treatment of the Agreement will seriously constrain Cox's and Charter's ability to assess this Agreement in a meaningful way in order to participate in this proceeding, even as limited participants.

Considering that the critical document at the essence of this dispute is the Verizon/Comcast Agreement, and whether this Agreement is an "interconnection agreement"

within the meaning of Section 251 of the Telecommunications Act of 1996, it follows that the specific terms of the Agreement that are unavailable for review by Cox and Charter's staff and counsel should be strictly limited to only those portions containing competitively sensitive and proprietary information. That way, only the most highly confidential and sensitive information will be removed from review by company representatives involved in negotiations, and these company personnel may participate in this proceeding by assisting outside counsel and the Department, through a review of the remaining but still "Confidential" sections of the Agreement. This is an entirely workable arrangement that will in no way cause undue prejudice to any party.

In conclusion, Cox and Charter agree that the remaining portions of the Agreement that contain information generally described or known should be designated as "Confidential" only within the terms of the Protective Agreement. The revised and redacted Agreement in Exhibit One to the Competitive Carrier's Motion will accomplish the necessary "balancing" of competitively sensitive information with the need for meaningful participation and advocacy from all sides in this proceeding.

Respectfully submitted,

COX RHODE ISLAND TELCOM LLC and  
CHARTER FIBERLINK MA-CCO, LLC

By its attorneys,



ALAN M. SHOER  
Adler Pollock & Sheehan P.C.  
One Citizens Plaza, 8<sup>th</sup> Floor  
Providence, RI 02903  
Tel: 401.274.7200  
Fax: 401.751.0604  
Email: [ashoer@apslaw.com](mailto:ashoer@apslaw.com)

Certificate of Service

I hereby certify that on this 16<sup>th</sup> of December, 2013, I served a copy of the foregoing Comments of Cox Rhode Island Telcom LLC and Charter Fiberlink MA-CCO, LLC upon all parties of record by mailing a copy of said Motion by mail, postage prepaid regular via regular mail and via e-mail.

A handwritten signature in blue ink, appearing to read "J. [unclear]", is written over a horizontal line.