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March 25, 2014

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 the public version of Verizon MA's Supplemental Response to the Competitive Carriers' Information Request 2-6. The attachments to the Supplemental Response contain Highly Sensitive Confidential information and are being submitted directly to the Hearing Officer. A Motion for Confidential Treatment is also enclosed herewith for filing.

Thank you for your attention to this matter.

Sincerely,


Alexander W. Moore

Enclosures

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

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

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 agreements between Verizon and 1) BroadVox, 2) Bandwidth.com, and 3) Millicorp. These documents are being submitted herewith as Highly Confidential documents pursuant to the Protective Agreement in response to the Competitive Carriers’ Information Request 2-6 dated March 5, 2014. In support of this Motion, Verizon MA states that the documents contain 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.

- 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) 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

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; 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).

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 enclosed documents set forth terms regarding the exchange of traffic in Internet Protocol format between Verizon and 1) BroadVox, 2) Bandwidth.com, and 3) Millicorp. In this respect, they are 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 and are properly designated as Highly Confidential pursuant to the Protective Agreement in the Hearing Officer Ruling issued on January 31, 2014. The enclosed documents should be afforded such treatment for the same reasons.

3. Namely, the information at issue – the terms of each enclosed document – is highly valuable to Verizon MA, and Verizon MA and 1) BroadVox, 2) Bandwidth.com, and 3) Millicorp 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 provider in IP format would confer a valuable business advantage on other providers (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 providers, 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 that reads "Alexander W. Moore" followed by a stylized flourish.

Alexander W. Moore
125 High Street
Oliver Tower, 7th Floor
Boston, MA 02110
(617) 743-2265

Dated: March 25, 2014

**Verizon New England Inc.
d/b/a Verizon MA**

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Counsel/Sherri Schlabs
Title: Acting Director – Global
Wholesale Services

REQUEST: Competitive Carriers to Verizon, Set #2

DATED: March 5, 2014

ITEM: CC-VZ 2-6

Please produce copies of the five "IP VoIP interconnection agreements" (*i. e.*, those Verizon has entered into with "Vonage, BroadVox, InterMetro, Bandwidth.com and Millicorp") referred to in Verizon's rebuttal testimony, page 4.

RESPONSE:

Objection: The information sought in this request is proprietary and confidential to the non-Verizon MA contracting parties listed above. Notwithstanding this objection, Verizon MA is exploring whether it will be possible for it to produce responsive information in a timely manner, subject to appropriate confidentiality protections.

SUPPLEMENTAL RESPONSE:

Notwithstanding Verizon MA's objection, consistent with our contractual obligations, Verizon MA has sought consent from the five contracting parties listed above to produce the requested documents subject to appropriate confidentiality protections. BroadVox, Bandwidth.com, and Millicorp each have consented to Verizon MA producing copies of the agreements. The HIGHLY SENSITIVE CONFIDENTIAL agreements are attached.

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March 25, 2014

Michael Scott, Hearing Officer
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 Mr. Scott:

Enclosed for filing in the above-referenced proceeding is Verizon MA's Supplemental Response to the Competitive Carriers' Information Request 2-6. The attachments to this Supplemental Response contain Highly Sensitive Confidential Information and are therefore being submitted directly to you in a sealed envelope pursuant to the Procedural Schedule and Notice issued on November 29, 2013.

Verizon MA is serving these documents on the other parties to this proceeding pursuant to the Protective Agreement among the parties. Verizon MA is also filing a Motion for Confidential Treatment under separate cover.

Sincerely,

A handwritten signature in cursive script that reads "Alexander W. Moore". To the right of the signature, the letters "ASR" are handwritten.

Alexander W. Moore

Enclosure

cc: Catrice C. Williams, Secretary (letter only)
Service List (letter only by electronic mail)