

Alexander W. Moore  
Assistant General Counsel

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PUBLIC UTIL. DE. DIVISION



185 Franklin Street  
13<sup>th</sup> Floor  
Boston, MA 02110-1585

Phone 617 743-2265  
Fax 617 737-0648  
[alexander.w.moore@verizon.com](mailto:alexander.w.moore@verizon.com)

November 10, 2003

**BY HAND**

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

Re: Docket No. 3550 – Rhode Island Triennial Review Order

Dear Ms. Massaro:

Enclosed for filing in the above-referenced proceeding, please find the original and nine copies of a Joint Motion to Establish Procedures Regarding Confidential Information. Please note that copies of a Protective Agreement entered into by certain parties to the above proceeding are filed herewith as an exhibit to the motion.

Please acknowledge receipt of this document by stamping the enclosed copy of this letter. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Alexander W. Moore (MWA-C)".

Alexander W. Moore

Enclosures

cc: Service List

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**PUBLIC UTILITIES COMMISSION**

\_\_\_\_\_  
IMPLEMENTATION OF THE REQUIREMENTS )  
OF THE FEDERAL COMMUNICATIONS )  
COMMISSION'S TRIENNIAL REVIEW ORDER )  
\_\_\_\_\_)

Docket No. 3550

**JOINT MOTION TO ESTABLISH PROCEDURES**  
**REGARDING CONFIDENTIAL INFORMATION**

Pursuant to Rule 1.15 of the Commission's Rules of Practice and Procedures, the undersigned parties request that the Commission enter an order establishing procedures for the filing and management of documents containing confidential business and financial information of the parties and other participants. In particular, for purposes of the above proceeding, the parties propose that in lieu of filing motions under Rule 1.2(g) each time they file information believed to be exempt from public disclosure, the parties be allowed to file such information under seal and in a separate envelope labeled "Contains Privileged Information – Do Not Disclose." Such sealed information would be placed in a secure, non-public file at the Commission. The parties further propose that the Commission also order that in the event the Commission receives a request for inspection and/or copying of any of the information that has been afforded preliminary protection against such disclosure under the terms of this protective order, the Commission shall promptly notify the parties and the parties shall be afforded an opportunity to present their reasons for or against the exemption of the requested information from inspection and/or copying by the public under the Access to Public Records Act. Such notice and opportunity afforded to the parties shall be subject to and consistent with the

Commission's obligations under R.I.G.L. Section 38-2-7. The Commission shall have the discretion to allow for the submission of written and/or oral argument.

As grounds for this motion, the parties state that the proposed procedures serve the interests of administrative efficiency and are necessary to protect the rights of the parties in their proprietary and confidential business information, while nevertheless allowing the Commission and the parties the access to all information required for a full and fair adjudication of the issues before the Commission in this docket. Importantly, such safeguards will not impinge in any way on the public's statutory right of access to public records. As further grounds for this motion, the parties state the following:

1. The parties have entered into a Protective Agreement, a copy of which is filed herewith, which precludes them from disclosing each other's confidential information except in limited circumstances described in the Agreement and, further, prohibits the parties from using such information for purposes other than the litigation of this matter. Of course, the Protective Agreement binds only the parties to it and does not purport to address how the Commission will handle confidential information submitted by the parties.

2. The undersigned parties and other participants are likely to submit confidential information to the Commission on many occasions during this proceeding, be it in the form of responses to data requests, briefs or pre-filed testimony and exhibits. Indeed, most if not all of the parties have already filed motions under Rule 1.2(g) seeking preliminary findings that information they have filed in response to the Commission's first set of Data Requests is exempt from public disclosure. The parties' proposal that filings made under seal will be maintained by the Commission in a secure, non-public file without the need for a Rule 1.2(g) motion is

designed to avoid a flood of such motions in the future, conserve the Commission's scarce resources and streamline the filing process for all participants in this proceeding.

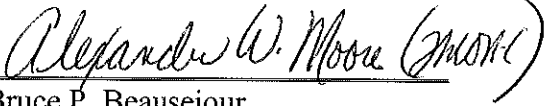
3. Although the Commission's Rules of Practice and Procedure allow for applications for the release of information pursuant to the Access to Public Records Act, the Rules do not expressly set forth procedures for addressing such applications. The procedures proposed herein – notice of any request under the Act for access to information filed under seal and opportunity to respond to such a request before a decision is rendered – would assure all parties and other participants that the confidential information they file with the Commission will not be released without consideration of their rights, thereby encouraging all participants to submit full and complete information to the Commission.

4. None of the procedures proposed herein would impinge on the public's right of access to public records. Nothing herein would restrict the ability of any person to apply for release of information under the Act or the Commission's Rule 1.2(g)(5), nor would any proposal herein alter in any way the substantive standard to be applied by the Commission in addressing such an application.


WHEREFORE, the undersigned parties request that the Commission enter an order instituting the procedures described herein for purposes of this Docket 3550 only.

Respectfully submitted,

VERIZON RHODE ISLAND  
By its attorneys

  
\_\_\_\_\_  
Bruce P. Beausejour  
Alexander W. Moore  
185 Franklin Street – 13<sup>th</sup> Floor  
Boston, MA 02110  
(617) 743-2445

WORLD.COM, INC.  
By its attorneys

  
\_\_\_\_\_  
Alan A. Mandl  
Mandl & Mandl  
10 Post Office Square  
Boston, MA 02109  
(617) 556-1998

Dated: November 10, 2003

## PROTECTIVE AGREEMENT

This Agreement is entered into this \_\_\_ day of October 2003 by and among the parties signing below, all of whom are participants in a proceeding before the Rhode Island Public Utilities Commission ("the Commission") captioned "Implementation of the Requirements of the Federal Communications Commission's Triennial Review Order," Docket No. 3550 ("the TRO Proceeding").

WHEREAS, documents, data, information, studies and other materials submitted to the Commission and provided to the participants in the course of the TRO Proceeding may be regarded by the producing party to represent or contain confidential or proprietary information; and

WHEREAS, the parties hereto wish to ensure that such confidential or proprietary information is afforded protection from unwarranted disclosure, while permitting participants in the TRO Proceeding appropriate access to such confidential or proprietary materials.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the undersigned parties agree as follows:

1. Non-Disclosure. Documents, data, information, studies and other materials submitted to the Commission and furnished to the parties hereto either on a producing party's own initiative or pursuant to interrogatories, information requests, record requests, subpoenas, depositions or other modes of discovery in this proceeding, that are claimed by the producing party to be a trade secret, privileged, proprietary, sensitive, or confidential (hereinafter referred to as "Confidential Information") shall be treated as confidential by all persons accorded access thereto. Except with the prior written consent of the producing party originally designating information as confidential, or as provided herein, no Confidential Information may be disclosed by any party hereto or by any person receiving Confidential Information in accordance with this Agreement to any person. No person accorded access to any Confidential Information shall use such information for any purpose other than the purposes of preparation for and conduct of the TRO Proceeding in the State of Rhode Island and any judicial or Federal Communications Commission proceeding arising from the Commission's decision in this TRO Proceeding. Every person accorded access to Confidential Information shall use his or her best efforts to keep the Confidential Information secure and shall not disclose it or accord access to it to any person not authorized in accordance with this Agreement.

a. Confidential Information. Documents and other materials containing or reflecting Confidential Information should be labeled "CONFIDENTIAL INFORMATION" to signify that they contain information believed to be subject to protection under the Commission's Rules of Practice and Procedure or this Agreement. Documents that quote, summarize, or contain materials entitled to protection may be accorded status as Confidential Information, but, to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that not entitled to protection.

b. Highly Confidential Information. A producing party may also label documents and other materials containing or reflecting Confidential Information as "HIGHLY

CONFIDENTIAL INFORMATION” to signify that they contain information believed to be so competitively sensitive that the protections afforded “Confidential Information” under this Agreement are insufficient to protect the producing party.

2. Permissible Disclosure. Notwithstanding paragraph 1, Confidential Information and Highly Confidential Information may be disclosed to the following persons, subject to the provisions of subparagraph (d) of this paragraph, if disclosure is reasonably necessary for such persons to render professional services in the TRO Proceeding or an FCC or judicial proceeding arising out of the TRO Proceeding:

a. Confidential Information defined in Section 1(a) above may be disclosed to the following persons: counsel of record for participants in this proceeding, including in-house counsel; secretaries, paralegal assistant, and employees of such counsel who are assisting such counsel; in-house personnel (including economists and regulatory analysts) who are actively engaged in the conduct of the TRO Proceeding; and outside consultants or experts retained to render professional services in the TRO Proceeding, provided that they are under the supervision of counsel of record and further provided that such in-house personnel and outside consultants or experts are not included in developing, planning, marketing or selling retail services or other retail offerings on behalf of the Receiving Party. Such documents may also be disclosed to relevant employees of the Commission and the Division involved in this proceeding, and to any person designated by the Commission, upon such terms as the Commission may deem proper.

b. Disclosure of Highly Confidential Information defined in Section 1(b) above is limited to the following persons only: the Commission, the Division, outside and in-house counsel of a party, outside expert witnesses and in-house witnesses, pursuant to the restrictions described in paragraph 2(a) above.

c. If a party producing information in the TRO proceeding deems that the protections afforded by this Agreement are insufficient to protect the party’s rights and interest in such information, that party may file a motion with the Commission seeking additional protections for the particular information at issue. The producing party shall file such information with the Commission for review, marked appropriately, but need not produce such information to any other party unless directed to do so by the Commission.

d. Notwithstanding any other provision of this Agreement, before any disclosure shall occur, any individual (other than a Commission employee) to whom Confidential Information or Highly Confidential Information is disclosed must execute a copy of Exhibit 1 hereto, certifying that he/she has read and understands this Protective Agreement, agrees to abide by its terms, and understands that unauthorized disclosure of such Confidential Information or Highly Confidential Information is prohibited. A copy of each such certification shall be provided to the participant that designated the information confidential. Unless otherwise agreed, such certification shall be provided to the participant that designated the information confidential prior to disclosure. If, within five (5) business days of receipt of such certification by the producing party, a motion is filed objecting to the proposed disclosure, disclosure is not permissible or required until the Commission has denied such motion and disclosure is permitted. Any such motion shall be served by hand, by electronic mail or by telecopier on the participant seeking such disclosure.

3. Access to Confidential Information. Any party to this Agreement who produces Confidential Information or Highly Confidential Information in the TRO Proceeding shall provide a copy of such materials to counsel for all parties to this Agreement who have executed the certification described in paragraph 2(d), except where confidential materials to be submitted (other than testimony and materials produced as attachments to testimony) are so voluminous that providing copies would impose an undue burden. Confidential materials responsive to a particular data request shall be deemed voluminous and not required to be so provided to counsel if they exceed 150 pages. In such cases involving voluminous documents, the party producing the confidential material shall designate a Rhode Island location and such other locations as may be convenient at which all certified parties shall be permitted access to and review of requested Confidential Information pursuant to the other terms of this order, or pursuant to alternative arrangements agreed upon by the producing party and one or more other participants. Any such access or review may be limited to regular business hours after reasonable notice by the requesting participant. Parties to this Agreement may obtain copies of any such voluminous confidential material at their expense upon request after inspection.

4. Confidential Information Filed in the Record. Upon approval of this Agreement by the Commission, any party hereto who files Confidential or Highly Confidential Information with the Commission shall file such information under seal, and such information shall be deemed to constitute confidential business and/or financial information protected from public disclosure. The parties hereto agree to negotiate in good faith to agree on procedural safeguards to ensure that hearings are conducted in the TRO Proceeding in a manner that maintains the confidentiality of Confidential and Highly Confidential information, and further agree to file a joint motion no later than two weeks prior to hearing requesting that the Commission implement such procedures. At a minimum, the parties will seek an order:

a. prohibiting any person not certified and authorized by this Agreement from hearing or reviewing testimony given or discussion held with respect to Confidential Information or Highly Confidential Information; and

b. instructing the court reporter(s) at hearing to maintain a separate transcription for testimony or discussion on the record of Confidential Information, and that such transcriptions must be marked "CONFIDENTIAL INFORMATION — DO NOT RELEASE" or "HIGHLY CONFIDENTIAL INFORMATION — DO NOT RELEASE," sealed and filed with the Commission and copies made available only in a manner consistent with this Agreement.

5. Use. Persons obtaining access to information designated as Confidential or Highly Confidential under this Agreement shall use the information only in the conduct of the TRO Proceeding, and any FCC or judicial proceedings arising from the TRO Proceeding and shall not use such information for any other purpose, including business, governmental, commercial, or other administrative or judicial proceedings. Persons obtaining access to Confidential or Highly Confidential Information under the terms of this order may disclose, describe, or discuss such Information in any pleading filed in this proceeding, provided that such pleading is stamped Confidential and filed under seal, and provided that a separate public version is filed in which all Confidential and Highly Confidential Information is redacted.



6. Right to Contest Confidential Treatment and Admissibility. Neither this Agreement, approval of this Agreement by the Commission, nor the execution of any certification pursuant to this Agreement shall in any way prejudice or otherwise constitute any waiver of the rights of any party hereto at any time to contest any assertion or to appeal any finding that specific information is or is not Confidential Information or Highly Confidential Information, that it should or should not be subject to the terms of this Agreement, that it is entitled to additional protections as allowed by paragraph 2(c) herein, or that it is properly protected from public disclosure. In the event any party challenges or contests such assertion or finding, the party desiring confidential or more restrictive treatment bears the burden of establishing that the material is entitled to such protection from disclosure. In the event the Commission should rule that any information is not appropriate for inclusion in a sealed record, on motion of a party or otherwise, no party shall use such information in the public record for five (5) business days, in order to permit the providing participant an opportunity to seek a stay or other relief. The parties hereto retain the right to question, challenge, and object to the admissibility of any and all Confidential Information or Highly Confidential Information provided under this Agreement on any available grounds, including but not limited to competency, relevancy, and materiality.

7. Subpoena by Courts or Other Agencies. If a court or another administrative agency subpoenas or orders production of confidential documents which a party hereto has obtained under the terms of this Agreement, such party shall promptly notify the participant who designated the document as confidential of the pendency of such subpoena or order.

8. Client Consultation. Nothing in this Agreement shall prevent or otherwise restrict counsel from rendering advice to their respective clients regarding this proceeding or related proceedings in which a confidential document is submitted and, in the course thereof, relying generally on examination of stamped confidential documents submitted in that proceeding; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any item so designated except pursuant to the procedures of paragraph 2 above.

9. Non-Termination. The provisions of this Agreement shall not terminate at the conclusion of this proceeding.

10. Responsibility of Attorneys. The attorneys of record are responsible for employing reasonable measures to control, consistent with this Agreement, duplication of, access to, and distribution of copies of Confidential Information or Highly Confidential Information. Parties shall not duplicate Confidential Information or Highly Confidential Information except working copies (including copies provided by counsel to other persons authorized to receive such Information under the terms of this Agreement) and for filing at the Commission under seal.

11. Return of Confidential Documents. Within two weeks after final resolution of the TRO Proceeding (which includes administrative or judicial review), parties that have received Confidential Information shall either return all copies of such information in their possession to the participant that submitted the documents, or destroy all such copies and provide an affidavit to the participant that submitted the documents of said destruction. Highly Confidential Information shall be returned to the participant that submitted the Highly Confidential documents

within two weeks after final resolution of the TRO proceeding (which includes administrative or judicial review).

12. Penalties. In addition to any other penalties or remedies that may be authorized under the Commission's Rules and Regulations, Rhode Island statutory and common law or other applicable law, the parties agree that any unauthorized disclosure or use of Confidential Information or Highly Confidential Information is likely to result in irreparable harm to the participant who provided the Confidential or Highly Confidential Information, and that such participant shall be entitled to an order from the Commission prohibiting the disclosure of any such Information in violation of this Agreement.

13. Binding Agreement. This Agreement shall be effective and binding upon all parties signing it upon its execution by two or more parties.

14. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties hereto and supersedes any drafts, negotiations, oral understandings or representations that preceded the execution of this Agreement. This Agreement replaces and supersedes a Protective Agreement with respect to the TRO Proceeding entered into by certain of the parties hereto. This Agreement shall not be amended except in writing signed by each party hereto.

15. Waiver. A waiver of any provision of this Agreement on any single occasion by any party shall not operate as a waiver of such party of such provision at any other time.

16. Dispute Resolution. Given the timetable for completion of the TRO Proceeding, the parties hereto agree that in the event of any dispute between two or more parties relating to the interpretation, application or performance of this Agreement, any party hereto may request that the Commission resolve such dispute.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives.

Conversent Communications  
of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities  
and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Worldcom, Inc.

By: [Signature]  
Title: Attorney of Record  
Date: 11/5/03

DSCI Corporation/InfoHighway  
Communications Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives.

Conversent Communications  
of Rhode Island, LLC

By: [Signature]  
Title: Vice President, Regulatory & Counsel  
Date: Nov 11/16/03

Rhode Island Division of Public Utilities  
and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway  
Communications Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Conversent Communications of Rhode Island, LLC

Rhode Island Division of Public Utilities and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

AT&T Communications of New England, Inc.

By: *David Moore*  
Title: *Assistant General Counsel*  
Date: *November 4, 2003*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway Communications Corporation

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Conversent Communications of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities and Carriers

By: John Wola  
Title: Special Assistant Attorney General  
Date: 11/6/03

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway Communications Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives.

Conversent Communications of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: Brian J. Ford  
Title: Counsel  
Date: 11/03/03

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway Communications Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Conversent Communications  
of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities  
and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway  
Communications Corporation

By: Paul J. Muller  
Title: Conc.?  
Date: 11/4/03

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT 1**

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT**

I have received a copy of the Protective Agreement concerning Rhode Island Docket No. 3550. I hereby certify that I have read the Protective Agreement, understand its terms and agree to comply with and be bound by the terms and conditions of the Protective Agreement. The signatory understands, in particular, that unauthorized disclosure or use of the information provided in accordance with the terms of this Protective Agreement will constitute a breach of the Protective Agreement.

SIGNATURE: \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

REPRESENTING: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

DATE: \_\_\_\_\_



**Conversent**  
Communications

**VIA ELECTRONIC & US MAIL**

November 21, 2003

Luly E. Massaro  
Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02888

RECEIVED  
2003 NOV 24 AM 11:20  
RICHMOND, RI, 02903

**Re: Docket 3550, Conversent's Execution of Exhibit 1**

Dear Luly:

Enclosed for filing please find executed Exhibit 1's to the Protective Order in the above captioned proceeding for the following individuals:

Cliff Canaday  
Dave Graham  
Jim Milligan  
Scott Sawyer  
Alan Shoer

Thank you for your attention to this matter.

Sincerely,

Alan Shoer  
Directory of Regulatory Affairs

AS/cw

cc: Service List

Enclosures

**EXHIBIT 1**

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT**

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SIGNATURE: Clifford A. Canaday

NAME PRINTED: Clifford A. Canaday

TITLE: Sr. Dir Billing Services

ADDRESS: 313 Boston Post Rd West  
Marlborough, MA 01752

REPRESENTING: Conversent ~~Communications~~ Communications LLC

EMPLOYER: Conversent Communications LLC

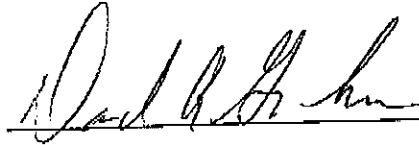
DATE: 10/31/03

## EXHIBIT 1

## CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

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SIGNATURE:



NAME PRINTED:

David A. Graham

TITLE:

CONSULTANT

ADDRESS:

455 COZZ PLAIN  
LISBON NH

REPRESENTING:

CONVERSENT COMM

EMPLOYER:

SELF

DATE:

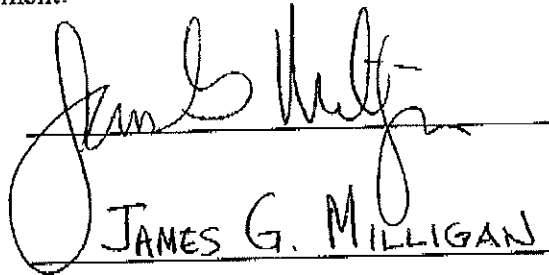
11/3/03

## EXHIBIT 1

## CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

I have received a copy of the Protective Agreement concerning Rhode Island Docket No. 3550. I hereby certify that I have read the Protective Agreement, understand its terms and agree to comply with and be bound by the terms and conditions of the Protective Agreement. The signatory understands, in particular, that unauthorized disclosure or use of the information provided in accordance with the terms of this Protective Agreement will constitute a breach of the Protective Agreement.

SIGNATURE:



NAME PRINTED:

JAMES G. MILLIGAN

TITLE:

DIRECTOR - ENGINEERING

ADDRESS:

2 BEDFORD FARMS, KILTON ROAD  
BEDFORD NH, 03110

REPRESENTING:

CONVERSENT COMMUNICATIONS

EMPLOYER:

CONVERSENT COMMUNICATIONS

DATE:

11/6/03

**EXHIBIT 1**

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT**

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SIGNATURE: Scott Sawyer

NAME PRINTED: Scott Sawyer

TITLE: Vice President, Regulatory Affairs

ADDRESS: 222 Richmond St., Suite 301  
Providence, RI

REPRESENTING: Converset

EMPLOYER: Converset

DATE: 11/6/03

ATTACHMENT A

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE ORDER**

I have received a copy of the Protective Order in Rhode Island Docket No. 3550. I hereby certify that I have read the order and agree to comply with and be bound by the terms and conditions of this Protective Order. The signatory understands, in particular, that unauthorized disclosure, or the use of the information for competitive commercial or business purposes, will constitute a violation of this Protective Order.

SIGNATURE:



NAME PRINTED:

ALAN SHOER

TITLE:

Director, Regulatory Affairs  
and Counsel

ADDRESS:

222 Richmond St.  
Providence, RI 02903

REPRESENTING:

Conversent Communications of RI, LLC

EMPLOYER:

Conversent Communications of RI, LLC

DATE:

11/19/03



**VIA OVERNIGHT UPS**

November 19, 2003

Luly Massaro, Clerk  
Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, RI 02889

RECEIVED  
2003 NOV 21 PM 2:15  
PUBLIC UTILITIES COMMISSION

Re: Docket No. 3550: Implementation of the Federal Communications Commission's Triennial Review Order

Dear Ms. Massaro:

On behalf of RNK, Inc. d/b/a RNK Telecom ("RNK"), enclosed please find an original and nine (9) copies of a RNK's Certification of Compliance with Protective Agreement and Signed Agreement signature page.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael S. Tenore", is written over a horizontal line.

Michael S. Tenore, Esq.  
Counsel (RI Attorney No. 6783)  
RNK, Inc. d/b/a RNK Telecom  
333 Elm Street, Suite 310  
Dedham, MA 02026  
P (781) 613-6119  
F (781) 297-9836

Enclosure



ORIGINAL

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives.

Conversent Communications  
of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities  
and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

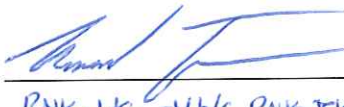
Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway  
Communications Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RNK, Inc.

By:   
Title: RNK, INC. <1/16/03 RNK TELECOM  
Date: 10/30/03

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


ORIGINAL

EXHIBIT 1

CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

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SIGNATURE:



NAME PRINTED:

Michael S. Tenore

TITLE:

Counsel

ADDRESS:

333 Elm Street, Suite 310

Dedham, MA 02026

REPRESENTING:

RNK, Inc. d/b/a RNK Telecom

EMPLOYER:

RNK, Inc. d/b/a RNK Telecom

DATE:

October 30, 2003

ORIGINAL

EXHIBIT 1

CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

I have received a copy of the Protective Agreement concerning Rhode Island Docket No. 3550. I hereby certify that I have read the Protective Agreement, understand its terms and agree to comply with and be bound by the terms and conditions of the Protective Agreement. The signatory understands, in particular, that unauthorized disclosure or use of the information provided in accordance with the terms of this Protective Agreement will constitute a breach of the Protective Agreement.

SIGNATURE: Douglas Denny-Brown

NAME PRINTED: Douglas Denny-Brown

TITLE: General Counsel / V.P. Regulatory Affairs

ADDRESS: 333 Elm Street, Suite 310  
Dedham, MA 02026

REPRESENTING: RNK, Inc. d/b/a RNK Telecom

EMPLOYER: RNK, Inc. d/b/a RNK Telecom

DATE: November 3, 2003

ORIGINAL

EXHIBIT 1

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT**

I have received a copy of the Protective Agreement concerning Rhode Island Docket No. 3550. I hereby certify that I have read the Protective Agreement, understand its terms and agree to comply with and be bound by the terms and conditions of the Protective Agreement. The signatory understands, in particular, that unauthorized disclosure or use of the information provided in accordance with the terms of this Protective Agreement will constitute a breach of the Protective Agreement.

SIGNATURE: 

NAME PRINTED: Yvette Bigelow

TITLE: Deputy General Counsel

ADDRESS: 333 Elm Street, Suite 310  
Dedham, MA 02026

REPRESENTING: RNK, Inc. d/b/a RNK Telecom

EMPLOYER: RNK, Inc. d/b/a RNK Telecom

DATE: November 3, 2003

ORIGINAL

EXHIBIT 1

CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

I have received a copy of the Protective Agreement concerning Rhode Island Docket No. 3550. I hereby certify that I have read the Protective Agreement, understand its terms and agree to comply with and be bound by the terms and conditions of the Protective Agreement. The signatory understands, in particular, that unauthorized disclosure or use of the information provided in accordance with the terms of this Protective Agreement will constitute a breach of the Protective Agreement.

SIGNATURE: 

NAME PRINTED: MATTHEW T. KENNEY

TITLE: LEGAL ASST. / REGULATORY ANALYST

ADDRESS: 333 Elm Street, Suite 310  
Dedham, MA 02026

REPRESENTING: RNK, Inc. d/b/a RNK Telecom

EMPLOYER: RNK, Inc. d/b/a RNK Telecom

DATE: November 3, 2003

# MURTHA CULLINA LLP

A T T O R N E Y S   A T   L A W

99 HIGH STREET  
BOSTON, MASSACHUSETTS 02110-2320

TELEPHONE (617) 457-4000  
FACSIMILE (617) 482-3868  
www.murthalaw.com

**By Mail, E-Mail and Facsimile**

November 4, 2003

Luly Massaro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

RECEIVED  
2003 NOV -7 PM 2:42  
PUBLIC UTILITIES COMMISSION

Re: Docket 3550 – DPUC Implementation of FCC's Triennial Review Order

Dear Ms. Massaro:

On behalf of DSCI Corporation ("DSCI") and InfoHighway Communications Corporation ("InfoHighway"), enclosed please find a signed original and nine copies of a Certification of Compliance with Protective Agreement executed by Robert J. Munnely, Jr., Counsel for DSCI and InfoHighway.

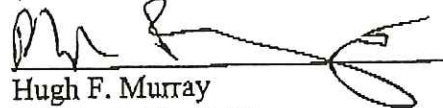
Please contact the first undersigned counsel at 617-457-4062 if you have any questions.

Very truly yours,



Robert J. Munnely, Jr.  
Murtha Cullina LLP  
99 High Street – 20<sup>th</sup> Floor  
Boston, MA 02110  
MA BBO#555202

(Admitted pro hac vice)



Hugh F. Murray  
Murtha Cullina LLP  
City Place I  
185 Asylum Street  
Hartford, CT 06103  
RI Registration # 9846

cc: Service List (by mail and e-mail)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives.

Conversent Communications  
of Rhode Island, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rhode Island Division of Public Utilities  
and Carriers

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Verizon New England Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AT&T Communications of New England, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


Cox Rhode Island Telecom, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Worldcom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DSCI Corporation/InfoHighway  
Communications Corporation

By:   
Title:  Counsel  
Date:  11/4/03

RNK, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lightship Telecom, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Covad Communications Company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 1**

**CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT**

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SIGNATURE:



NAME PRINTED: Robert J. Munnely, Jr.

TITLE: Counsel

ADDRESS: Murtha Cullina LLP

99 High Street

Boston, MA 02110

REPRESENTING: DSCI Corporation and InfoHighway

Communications Corporation

EMPLOYER: Murtha Cullina LLP

DATE: November 4, 2003

AL 83270.2



# MURTHA CULLINA LLP

A T T O R N E Y S   A T   L A W

99 HIGH STREET  
BOSTON, MASSACHUSETTS 02110-2320

TELEPHONE (617) 457-4000  
FACSIMILE (617) 462-3868  
www.murthallaw.com

By Mail and E-Mail

October 30, 2003

Luly Massaro, Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

Re: Docket 3550 - DPUC Implementation of FCC's Triennial Review Order

Dear Ms. Massaro:

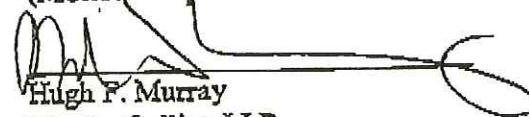
On behalf of DSCI Corporation ("DSCI") and InfoHighway Communications Corporation ("InfoHighway"), enclosed please find a signed original and nine copies of a Certification of Compliance with Protective Agreement executed by Robert J. Munnely, Jr., Counsel for DSCI and InfoHighway.

Please contact the first undersigned counsel at 617-457-4062 if you have any questions.

Very truly yours,



Robert J. Munnely, Jr.  
Murtha Cullina LLP  
99 High Street -- 20<sup>th</sup> Floor  
Boston, MA 02110  
MA BBO#555202  
(Motion for pro hac status pending)



Hugh F. Murray  
Murtha Cullina LLP  
City Place I  
185 Asylum Street  
Hartford, CT 06103  
RI Registration # 9846

cc: Service List (by mail and e-mail)

263398

B O S T O N   H A R T F O R D   N E W   H A V E N

RECEIVED  
2003 NOV -3 PM 2:44  
PUBLIC UTILITIES COMMISSION

**EXHIBIT 1**

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SIGNATURE:  \_\_\_\_\_

NAME PRINTED: \_\_\_\_\_ Robert J. Munnely, Jr. \_\_\_\_\_

TITLE: \_\_\_\_\_ Counsel \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Murtha Cullina LLP \_\_\_\_\_

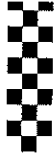
\_\_\_\_\_ 99 High Street \_\_\_\_\_

\_\_\_\_\_ Boston, MA 02110 \_\_\_\_\_

REPRESENTING: \_\_\_\_\_ DSCI Corporation and InfoHighway  
\_\_\_\_\_ Communications Corporation \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ Murtha Cullina LLP \_\_\_\_\_

DATE: \_\_\_\_\_ October 29, 2003 \_\_\_\_\_



**BR**  
**B** BROWN  
RUDNICK  
BERLACK  
ISRAELS LLP

121 South Main Street  
Providence, RI 02903  
401.276.2600  
fax 401.276.2601  
www.brownrudnick.com

3560  
**F** *a* **e** *s* **i** *m* **i** *l* **e**  
F a c s i m i l e

DATE December 18, 2003

THIS TRANSMISSION CONSISTS OF THIS COVER SHEET AND 8 PAGE(S)

ORIGINAL DOCUMENT TO FOLLOW: YES  NO

If you do not receive all pages, please call Office Services at 401.276.2687

FAX NUMBER 941-1691

ATTENTION OF Luly Massaro

TELEPHONE NUMBER 941-4500

FROM Deborah Medeiros

DIRECT DIAL 401.276.2625

C/M/A # / /

MESSAGE RIPUC Docket 3550 - Certifications of Compliance with Protective Agreement as we discussed.

*Palmer Dodge  
W. Soler*

**CONFIDENTIALITY NOTICE**

The documents accompanying this fax transmission contain information from the law firm of Brown Rudnick Berlack Israels LLP which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this faxed information is prohibited. If you have received this fax in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you. Thank you.

Alexandra House  
Ballsbridge, Dublin 4 IRL  
+353.1.864.1738  
fax +353.1.864.1838

CityPlace I  
Hartford, CT 06103  
860.509.8500  
fax 860.509.6501

8 Clifford Street  
London, W1S 2LQ UK  
+44.20.7851.8000  
fax +44.20.7851.6100

120 West 45<sup>th</sup> Street  
New York, NY 10036  
212.704.0100  
fax 212.704.0196

One Financial Center  
Boston, MA 02111  
617.856.8200  
fax 617.856.8201

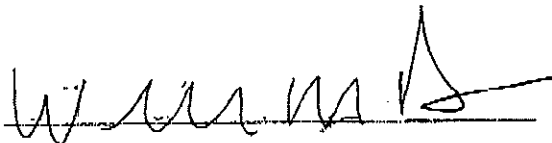
Received Time Dec. 18. 2:01PM

EXHIBIT 1

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SIGNATURE:



NAME PRINTED:

William M. Dolan III

TITLE:

Attorney

ADDRESS:

121 South Main Street

Providence, RI 02903

REPRESENTING:

Counsel for AT&T

EMPLOYER:

Brown Rudnick Berlack Israels LLP

DATE:

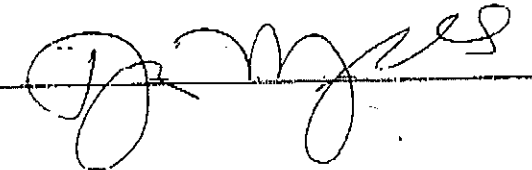
12/18/03

AL 832702

EXHIBIT I

CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

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SIGNATURE: 

NAME PRINTED: Deborah Medeiros

TITLE: Paralegal

ADDRESS: 121 South Main Street  
Providence, RI 02903

REPRESENTING: Counsel for AT&T

EMPLOYER: Brown Rudnick Berlack Israels LLP

DATE: 12/18/03

AL 83270.2

EXHIBIT 1

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SIGNATURE: *Kenneth W. Salinger*

NAME PRINTED: Kenneth W. Salinger

TITLE: Attorney

ADDRESS: 111 Huntington Avenue  
Boston, MA 02199

REPRESENTING: Outside Counsel for AT&T

EMPLOYER: Palmer & Dodge, LLP

DATE: 12/3/03

AL 83270.2

EXHIBIT 1

CERTIFICATION OF COMPLIANCE WITH PROTECTIVE AGREEMENT

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SIGNATURE: Laurie Gill

NAME PRINTED: Laurie Gill

TITLE: Attorney

ADDRESS: 111 Huntington Avenue  
Boston, MA 02199

REPRESENTING: Outside Counsel for AT&T

EMPLOYER: Palmer & Dodge, LLP

DATE: 12/3/03

AL 83270.2

EXHIBIT 1

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SIGNATURE: Ruth Dowling

NAME PRINTED: Ruth Dowling

TITLE: Attorney for AT&T

ADDRESS: 111 Huntington Avenue  
Boston, MA 02199

REPRESENTING: Outside Counsel for AT&T

EMPLOYER: Palmer & Dodge, LLP

DATE: 12/3/03

AL 83270.2



EXHIBIT 1

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SIGNATURE:

[Handwritten Signature]

NAME PRINTED:

John Bennett

TITLE:

Associate

ADDRESS:

111 Huntington Avenue  
Boston, MA 02199

REPRESENTING:

Outside Counsel for AT&T

EMPLOYER:

Palmer & Dodge, LLP

DATE:

12/3/03

AL 83270.2

EXHIBIT 1

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SIGNATURE: Michael Rabieh

NAME PRINTED: Michael Rabieh

TITLE: Attorney

ADDRESS: 111 Huntington Avenue  
Boston, MA 02199

REPRESENTING: Outside Counsel for AT&T

EMPLOYER: Palmer & Dodge, LLP

DATE: 12/3/03

AL 83270.2

EXHIBIT 1

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SIGNATURE: *Susan M. McNabb*

NAME PRINTED: Susan M. McNabb

TITLE: Legal Assistant

ADDRESS: 111 Huntington Avenue  
Boston, MA 02199

REPRESENTING: Outside Counsel for AT&T

EMPLOYER: Palmer & Dodge, LLP

DATE: 12/3/03

AL 83270.2