

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

In the Matter of	)	
	)	
WORLDCALL INTERCONNECT, INC.	)	
a/k/a EVOLVE BROADBAND,	)	Proceeding No. 14-221
Complainant	)	File No. EB-14-MD-011
	)	
v.	)	
	)	
AT&T MOBILITY LLC,	)	
Defendant	)	

**AGREED ORDER**

**Adopted: February 20, 2015**

**Released: February 20, 2015**

**By the Deputy Chief, Market Disputes Resolution Division, Enforcement Bureau:**

1. On December 18, 2014, Worldcall Interconnect, Inc. (“WCX”) and AT&T Mobility LLC (“AT&T”) mutually resolved WCX’s Motion to Strike portions of AT&T’s Answer. The Parties agreed that WCX would withdraw the Motion to Strike and AT&T would produce its roaming agreements under the proceeding’s Protective Order. The resolution was adopted by order of the Market Disputes Resolution Division.<sup>1</sup>

2. As a condition of the WCX-AT&T agreement, each of the counterparties to AT&T’s roaming agreements were notified that their roaming agreement would be produced and allowed an opportunity to file an opposition. On December 26, 2014, Commnet Wireless, LLC (“Commnet”) filed its Opposition to the production of its roaming agreement (“Commnet Agreement”). Commnet argued that its roaming agreement is irrelevant and disclosure placed Commnet at risk of competitive harm. Specifically, Commnet claimed that, because affiliates of both WCX and Commnet may directly compete in the U.S. Virgin Islands in the future, it is subject to a unique and acute risk of irreparable harm.

---

<sup>1</sup> See *Worldcall Interconnect, Inc. a/k/a Evolve Broadband v. AT&T Mobility LLC*, Proceeding No. 14-221, File No. EB-14-MD-011, Agreed Order (released Dec. 18, 2014).

3. On January 16, 2015, WCX filed a response to Commnet's objections. WCX argued that Commnet made various incorrect factual assertions, that the Protective Order is sufficient to safeguard against Commnet's concerns, and that the necessity of a complete evidentiary record outweighed the risk of harm to Commnet.

4. On January 29, 2015, Commnet replied to WCX's response. Commnet argued that its factual assertions were reasonable and that the relationship between WCX's decision makers and counsel is so close as to require heightened protections against disclosure. Commnet proposed additional language to be added to the protective order for the production of its roaming agreement.

5. Commnet and WCX (collectively "the Parties") have subsequently discussed these issues and reached a mutually-acceptable resolution.<sup>2</sup> In that connection, the Parties explain that entry of this Agreed Order would conserve resources and speed the disposition of this proceeding. We find there is good cause to enter this Agreed Order, and therefore grant the Parties' Joint Motion.

6. Accordingly, IT IS ORDERED, pursuant to sections 4(i), 4(j), and 208 of the Communications Act, 47 U.S.C. §§ 154(i), 154(j), and 208, and sections 1.3, 1.720-1.735, and 20.12 of the Commission's Rules 47 C.F.R. §§ 1.3, 1.720-1.735, and 20.12, and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 C.F.R. §§ 0.111 and 0.311, that the Joint Motion is hereby GRANTED. It is further ORDERED as follows:

- a. Access to the Commnet Agreement will be limited by WCX to only its expert witness, Martyn Roetter, and one attorney, Matthew Henry, each of whom shall execute a Declaration in the form of Appendix A hereto prior to obtaining access to the Commnet agreement;
- b. AT&T shall, within three (3) business days of (1) receipt of notice that Messrs. Roetter and Henry have executed their respective Declarations, and (2) mailing addresses for each of Messrs. Roetter and Henry (which, in the case of Mr. Henry, shall not be the office of his law firm), produce to WCX a copy of the Commnet Agreement;
- c. In addition to the conditions prescribed by the Protective Order for Highly Confidential Information, Messrs. Roetter and Henry shall not at any time have or maintain any copies of the Commnet Agreement in the offices of WCX and/or its counsel;

---

<sup>2</sup> See *Worldcall Interconnect, Inc. a/k/a Evolve Broadband v. AT&T Mobility LLC*, Proceeding No. 14-221, File No. EB-14-MD-011, Joint Motion (filed Feb. 6, 2014) ("Joint Motion").

- d. Messrs. Roetter and Henry shall not provide any Competitive Decision-Making related advice or assistance to Worldcall, Inc. (“Worldcall”) on matters related to the U.S. Virgin Islands;<sup>3</sup>
- e. The Protective Order is hereby deemed modified to the extent indicated herein with respect to the Commnet Agreement;
- f. A violation of this order will constitute a violation of the Protective Order in effect in this proceeding; and
- g. Commnet’s Opposition is deemed withdrawn.

FEDERAL COMMUNICATIONS COMMISSION



---

Lisa Saks, Deputy Chief  
Market Disputes Resolution Division  
Enforcement Bureau

---

<sup>3</sup> For purposes hereof, “Competitive Decision-Making” means a person’s activities, association, or relationship with Worldcall involving advice about or participation in the relevant business decisions or the analysis underlying the relevant business decisions of Worldcall.

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington D.C. 20554**

In the Matter of	)	
	)	
WORLDCALL INTERCONNECT, INC.	)	
a/k/a EVOLVE BROADBAND	)	
	)	Proceeding No. 14-221
Complainant,	)	File No. EB-14-MD-011
	)	
v.	)	
	)	
AT&T MOBILITY LLC	)	
	)	
Defendant.	)	

DECLARATION

I, \_\_\_\_\_, hereby declare under penalty of perjury that I have read and understand the December 18, 2014 Protective Order in this proceeding (“Protective Order”), as modified by the Agreed Order released by the Market Disputes Resolution Division on February 20, 2015 (collectively with the Protective Order, the “Modified Protective Order”), and that I agree to be bound by its terms pertaining to the treatment of the Commnet Agreement (as defined therein), which document I acknowledge is Highly Confidential Information as defined therein. I understand that the Commnet Agreement shall not be disclosed to anyone except in accordance with the terms of the Modified Protective Order and shall be used only for purposes of the proceedings in this matter. I acknowledge that a violation of the Modified Protective Order is a violation of an order of the Market Disputes Resolution Division. I acknowledge that this Modified Protective Order is also a binding agreement with the Submitting Party and with Commnet.

I acknowledge that nothing in the Modified Protective Order limits any other rights and remedies available to the Submitting Party or Commnet at law or in equity against me if I use the Commnet Agreement in a manner not authorized by the Modified Protective Order.

Without limiting the foregoing, to the extent that I have any employment, affiliation or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any information obtained as a result of the Modified Protective Order is due solely to my capacity as Counsel or consultant to Worldcall Interconnect, Inc. (“WCX”), and that I will not use such information in any other capacity nor will I disclose such information except as specifically provided in the Modified Protective Order.

I hereby certify that I have not and shall not provide any Competitive Decision-Making related advice or assistance to Worldcall, Inc. or any affiliate that succeeds to the licenses held by Worldcall, Inc. on matters related to the U.S. Virgin Islands.

I acknowledge that it is my obligation to ensure that: (1) Highly Confidential Information is used only as provided in the Modified Protective Order; and (2) documents containing Highly Confidential Information are not duplicated except as specifically permitted by the terms of Paragraph 9 of the Protective Order, and I certify that I have verified that there are in place procedures, at my firm or office, to prevent unauthorized disclosure of Highly Confidential Information. Without limiting the foregoing, I agree that I shall not at any time have or maintain any copies of the Commnet Agreement in the offices of WCX and/or its counsel.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Modified Protective Order.

Executed this \_\_\_ day of \_\_\_\_\_, 2015.

(Signed) \_\_\_\_\_  
(Printed name) \_\_\_\_\_  
(Representing) \_\_\_\_\_  
(Title) \_\_\_\_\_  
(Employer) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Phone) \_\_\_\_\_