



Richard A. Chapkis  
Vice President -- General Counsel, Southeast Region  
Legal Department

FLTC0007  
201 North Franklin Street (33602)  
Post Office Box 110  
Tampa, Florida 33601-0110

Phone 813 483-1256  
Fax 813 204-8870  
richard.chapkis@verizon.com

December 31, 2003

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
03 DEC 31 PM 1:49  
COMMISSION  
CLERK

Re: Docket No. 030851-TP  
Implementation of requirements arising from Federal Communications  
Commission's triennial UNE Review: Local Circuit Switching for Mass Market  
Customers

Docket No. 030852-TP  
Implementation of requirements arising from Federal Communications  
Commission's Triennial UNE Review: Location-Specific Review for DS1, DS3,  
and Dark Fiber Loops, and Route-Specific Review for DS1, DS3, and Dark Fiber  
Transport

Dear Ms. Bayo:

Please find enclosed for filing an original and 15 copies of Verizon Florida Inc.'s Motion  
to Compel Time Warner Telecom of Florida, LP to Provide Confidential Information in  
Accordance with Terms of Non-Disclosure Agreement in the above matters. Service  
has been made as indicated on the Certificate of Service. If there are any questions  
regarding this filing, please contact me at 813-483-1256.

Sincerely,

*Richard Chapkis*  
Richard A. Chapkis

RECEIVED & FILED  
*Jh*  
FPSC-BUREAU OF RECORDS

RAC:tas  
Enclosures

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM 5 \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
OTH \_\_\_\_\_  
*icy to each docket*  
*M.L.*

DOCUMENT NUMBER-DATE  
13622 DEC 31 8

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of Verizon Florida Inc.'s Motion to Compel Time Warner Telecom of Florida, LP to Provide Confidential Information in Accordance with Terms of Non-Disclosure Agreement in Docket Nos. 030851-TP/030852-TP were sent via electronic mail and U.S. mail on December 31, 2003 to:

Staff Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Nancy White c/o Nancy Sims  
BellSouth Telecomm. Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301-1556

Tracy Hatch  
AT&T  
101 N. Monroe, Suite 700  
Tallahassee, FL 32301

Michael Gross  
Florida Cable Telecomm. Assn.  
246 East 6<sup>th</sup> Avenue  
Tallahassee, FL 32303

Susan Masterton  
Charles Rehwinkel  
Sprint-Florida  
1313 Blairstone Road  
MC FLTLHO0107  
Tallahassee, FL 32301

Donna McNulty  
MCI WorldCom, Inc.  
1203 Governors Square Blvd.  
Suite 201  
Tallahassee, FL 32301-2960

Lisa A. Sapper  
AT&T  
1200 Peachtree Street, NE  
Suite 8100  
Atlanta, GA 30309

Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter Reeves Law Firm  
117 South Gadsden Street  
Tallahassee, FL 32301

Floyd Self  
Messer Caparello & Self  
215 S. Monroe Street  
Suite 701  
Tallahassee, FL 32301

Marva Brown Johnson  
KMC Telecom III, LLC  
1755 North Brown Road  
Lawrenceville, GA 30034-8119

Nanette Edwards  
ITC^DeltaCom  
4092 S. Memorial Parkway  
Huntsville, AL 35802

Charles V. Gerkin, Jr.  
Allegiance Telecom, Inc.  
9201 North Central Expressway  
Dallas, TX 75231

Terry Larkin  
Allegiance Telecom Inc.  
700 East Butterfield Road  
Lombard, IL 60148

Matthew Feil  
Scott A. Kassman  
FDN Communications  
390 North Orange Avenue  
Suite 2000  
Orlando, FL 32801

Norman H. Horton, Jr.  
Messer Caparello & Self  
215 S. Monroe Street  
Suite 701  
Tallahassee, FL 32301

Jake E. Jennings  
NewSouth Comm. Corp.  
NewSouth Center  
Two N. Main Center  
Greenville, SC 29601

Jon C. Moyle, Jr.  
Moyle Flanigan Law Firm  
118 North Gadsden Street  
Tallahassee, FL 32301

Jorge Cruz-Bustillo  
Supra Telecommunications and Information Systems, Inc.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, FL 33133

Jonathan Audu  
Supra Telecommunications and Information Systems, Inc.  
1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

Bo Russell  
Nuvox Communications Inc.  
301 North Main Street  
Greenville, SC 29601

Thomas M. Koutsky  
Z-Tel Communications, Inc.  
1200 19<sup>th</sup> Street, N.W.  
Suite 500  
Washington, DC 20036



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Richard A. Chapkis

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of Requirements arising )  
from Federal Communications Commission )  
Triennial UNE Review: Local Circuit Switching )  
for Mass Market Customers )  
\_\_\_\_\_ )

Docket No. 030851-TP  
Filed: December 31, 2003

In re: Implementation of Requirements arising )  
from Federal Communications Commission's )  
Triennial UNE Review: Location-Specific )  
Review for DS1, DS3, and Dark Fiber Loops )  
and Route-Specific Review for DS1, DS3 and )  
Dark Fiber Transport )  
\_\_\_\_\_ )

Docket No. 030852-TP

**VERIZON FLORIDA INC.'S MOTION TO COMPEL  
TIME WARNER TELECOM OF FLORIDA, LP TO PROVIDE  
CONFIDENTIAL INFORMATION IN ACCORDANCE WITH TERMS OF  
NON-DISCLOSURE AGREEMENT**

Verizon Florida Inc. (Verizon) respectfully requests that the Prehearing Officer issue an order compelling Time Warner Telecom of Florida, LP (Time Warner) to provide Verizon with the confidential version of Time Warner's response to Staff's 2003 TRO Data Request. Because of the short amount of time remaining until supplemental direct testimony is due in the above-referenced dockets, Verizon requests that the Prehearing Officer (1) require Time Warner to file a response to this motion by no later than Friday, January 2, 2003, and (2) issue a ruling by Monday, January 5, 2003.

In support of this motion, Verizon states the following:

1. On November 12, 2003, Staff propounded its 2003 TRO Data Request in the above-referenced dockets on various CLECs, including Time Warner.
2. On November 14, 2003, Time Warner submitted its initial response to Staff's data request table titled "Switching Questions" and filed amended responses on

DOCUMENT NUMBER-DATE

13622 DEC 31 8

FPSC-COMMISSION CLERK

November 18, 2003 and December 12, 2003. On December 1, 2003, Time Warner submitted its response to Staff's data request tables titled "Loop Questions" and "Transport Questions". Time Warner filed letters requesting confidential classification for each of these responses.

3. On December 15, 2003, Verizon requested a copy of Time Warner's confidential responses to Staff's 2003 TRO Data Request, and forwarded a non-disclosure agreement to Time Warner to protect the purported confidential information. See Exhibit 1.

4. On December 17, 2003, Time Warner asked whether the non-disclosure agreement that Verizon had forwarded was the same agreement that Time Warner had executed with other cable CLEC parties. See Exhibit 2.

5. Later that day, on December 17, 2003, Verizon advised Time Warner by telephone that the agreement it had forwarded was not the same as the agreement Time Warner had executed with other cable CLEC parties. However, Verizon made clear that it would be willing to execute a reasonable non-disclosure agreement prepared by Time Warner.

6. Later that day, on December 17, 2003, Time Warner's outside counsel advised Verizon that counsel for the Florida Cable Telecommunications Association (FCTA) would prepare a non-disclosure agreement on behalf of Time Warner and other cable CLEC parties governing the purported confidential information submitted by Time Warner (and submitted separately by other cable CLEC parties) in response to Staff's 2003 TRO Data Request. See Exhibit 3.

7. On December 18, 2003, counsel for FCTA forwarded a non-disclosure agreement to Verizon governing Time Warner's (and the other cable CLEC parties') response to Staff's 2003 TRO Data Request. See Exhibit 4.

8. On December 19, 2003, Verizon executed the non-disclosure agreement and forwarded the executed signature page to FCTA. See Exhibit 5.

9. Later that day, on December 19, 2003, FCTA's counsel advised Verizon that he had received the executed agreement. Notwithstanding that fact, FCTA's counsel stated that he would not release the confidential version of Time Warner's response to Staff's 2003 TRO Data Request until he received an executed Certificate of Authorized Representative for each Verizon representative that would be viewing the response. See Exhibit 6.

10. On December 22, 2003, Verizon propounded its First Set of Interrogatories, Request for Production of Documents, and Requests for Admissions (collectively, Verizon's First Set of Discovery) on Time Warner. See Exhibit 7.<sup>1</sup>

11. On December 22, 2003, Verizon provided FCTA's counsel with executed Certificates for two Verizon employees, Chuck Schubart and Irene Coons, who would be viewing the confidential information. See Exhibit 8.

12. On December 23, 2003, FCTA's counsel acknowledged receipt of the executed Certificates for the two Verizon employees. However, FCTA's counsel stated that he would not release the purported confidential information to Verizon's counsel until Verizon's counsel had executed a Certificate of Authorized Representative. See Exhibit 9.

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<sup>1</sup> Verizon's First Set of Discovery was initially filed in the wrong docket on December 18, 2003, but was refiled in the correct docket on December 22, 2003.

13. Although it has not been Verizon's experience that it is necessary for counsel to execute such a Certificate, on December 24, 2003, Verizon's counsel executed the Certificate and forwarded it to FCTA's counsel. See Exhibit 10.

14. On December 24, 2003, FCTA's counsel acknowledged receipt of the Certificate, signed by Verizon's counsel, and advised Time Warner's counsel to release the purported confidential information to Verizon. See Exhibit 11.

15. Later that day, on December 24, 2003, Verizon contacted Time Warner by telephone to obtain a copy of the purported confidential information. Surprisingly, Time Warner advised Verizon by telephone that it would not provide the purported confidential information to Verizon unless Verizon agreed to withdraw its First Set of Discovery.


16. The Commission should compel Time Warner to provide the purported confidential information for three simple and straightforward reasons. First, Verizon is entitled to this information to help it meet the mandatory triggers for determining impairment, which were set forth in the FCC's Triennial Review Order. Indeed, Staff requested this information from Time Warner and other certificated CLECs precisely because the information would be helpful in making the necessary impairment showings. Second, Verizon has entered into a non-disclosure agreement to protect the information that Time Warner claims to be confidential, and Time Warner's outside counsel has authorized the release of that information pursuant to the terms of the agreement. Third, there is no reasonable basis for Time Warner to refuse to provide this information to Verizon. Verizon's First Set of Discovery is not linked in any way to whether Time Warner should provide its response to Staff's 2003 TRO Data Request to



Verizon. If Time Warner believes that Verizon's First Set of Discovery is objectionable, it can file its objections, and the validity of those objections will be resolved by the Prehearing Officer. Time Warner should not be allowed to hold its response hostage to gain an unfair advantage in the discovery process.

17. For the foregoing reasons, the Prehearing Officer should compel Time Warner Telecom of Florida, LP to provide Verizon with the confidential version of Time Warner's response to Staff's 2003 TRO Data Request.

Respectfully submitted on December 31, 2003.

By:   
RICHARD A. CHAPKIS  
201 N. Franklin Street, FLTC0717  
P. O. Box 110 (33601)  
Tampa, FL 33602  
Tel: 813-483-1256  
Fax: 813-204-8870  
e-mail: [richard.chapkis@verizon.com](mailto:richard.chapkis@verizon.com)

Attorney for Verizon Florida Inc.

# EXHIBIT 1



Irene B. Coons

12/15/2003 04:14 PM

To: [pete@penningtonlaw.com](mailto:pete@penningtonlaw.com)

cc: Richard A. Chapkis/EMPL/FL/Verizon@VZNotes, Terry A. Scobie/EMPL/FL/Verizon@VZNotes

Subject: VZ Request for NDA signature and Confidential Responses to FPSC TRO Data Request

To: Peter Dunbar or Linda Noel,

On behalf of Richard Chapkis, I am requesting permission to view the confidential responses you filed on behalf of Time Warner in response to the FPSC Staff's 2003 TRO Data Request in Dockets 030851 and 030852. Attached is a non-disclosure agreement for you to sign and fax to Richard at 813-273-9825. If you have another NDA you prefer to use, please feel free to sign and submit that form instead. As soon as Richard sends back the signed NDA, please submit an electronic copy of your TRO data responses as identified below, preferably in spreadsheet format, to [richard.chapkis@verizon.com](mailto:richard.chapkis@verizon.com). Since time is of the essence in this proceeding, I appreciate your quick attention to this matter. If you have any questions, please feel free to contact me at 972-718-6755.

FPSC Document No.	Filing Date
12954-03	12/12/03
12183-03	12/01/03
11573-03	11/18/03
11441-03	11/14/03



FL 030851 030852 NDA.doc

thanks,

Irene Coons

Case Manager - Regulatory Policy & Planning, West

Mail Code: HQE02F62

Phone: 972/718-6755

FAX: 972/719-7948

Email: [irene.coons@verizon.com](mailto:irene.coons@verizon.com)



"Peter M. Dunbar"  
<pete@Penningtonlawfirm.com>

12/17/2003 11:18 AM

To: Irene B. Coons/EMPL/TX/Verizon@VZNotes  
cc: "Linda Noel" <linda@Penningtonlawfirm.com>, "Michael Gross"  
<mgross@fcta.com>

Subject: RE: VZ Request for NDA signature and Confidential Responses to  
FPSC TRO Data Request

Is this the same agreement that we have worked out with the parties and others have signed?

-----Original Message-----

From: irene.coons@verizon.com [mailto:irene.coons@verizon.com]  
Sent: Monday, December 15, 2003 5:14 PM  
To: Peter M. Dunbar  
Cc: richard.chapkis@verizon.com; terry.scobie@verizon.com  
Subject: VZ Request for NDA signature and Confidential Responses to FPSC  
TRO Data Request

To: Peter Dunbar or Linda Noel,  
On behalf of Richard Chapkis, I am requesting permission to view the confidential responses you filed on behalf of Time Warner in response to the FPSC Staff's 2003 TRO Data Request in Dockets 030851 and 030852. Attached is a non-disclosure agreement for you to sign and fax to Richard at 813-273-9825. If you have another NDA you prefer to use, please feel free to sign and submit that form instead. As soon as Richard sends back the signed NDA, please submit an electronic copy of your TRO data responses as identified below, preferably in spreadsheet format, to richard.chapkis@verizon.com. Since time is of the essence in this proceeding, I appreciate your quick attention to this matter. If you have any questions, please feel free to contact me at 972-718-6755.

FPSC Document No.	Filing Date
12954-03	12/12/03
12183-03	12/01/03
11573-03	11/18/03
11441-03	11/14/03

(See attached file: FL 030851 030852 NDA.doc)

thanks,

Irene Coons

Case Manager - Regulatory Policy & Planning, West

Mail Code: HQE02F62

Phone: 972/718-6755

FAX: 972/719-7948

Email: irene.coons@verizon.com



"Michael Gross"  
<mgross@fcta.com>  
12/17/2003 01:45 PM

To: "Peter M. Dunbar" <pete@Penningtonlawfirm.com>, "Carolyn Marek (E-mail)" <carolyn.marek@twtelecom.com>, "David Sered (E-mail)" <david\_sered@cable.comcast.com>, "Jill Broome (E-mail)" <jill.broome@cox.com>, "John Sullivan (E-mail)" <jsullivan@comcastbusiness.com>  
cc: "Bill Graham (E-mail)" <bgraham@mcfarlain.com>, Irene B. Coons/EMPL/TX/Verizon@VZNotes  
Subject: RE: Docket No. 030851-TP and 030852-TP/TRO Discovery

Thanks Pete. We will prepare an agreement for TWTC, Comcast, Cox, and Verizon, unless I receive different instructions from the other companies. Also, we will contact Verizon and confirm an arrangement.

Michael

Michael A. Gross  
Vice President, Regulatory Affairs & Regulatory Counsel  
Florida Cable Telecommunications Association  
246 E. 6th Avenue  
Tallahassee, FL 32303  
850/681-1990  
850/681-9676 (fax)  
mgross@fcta.com (e-mail)  
www.fcta.com (website)

-----Original Message-----

From: Peter M. Dunbar [mailto:pete@Penningtonlawfirm.com]  
Sent: Wednesday, December 17, 2003 2:36 PM  
To: Michael Gross; Carolyn Marek (E-mail); David Sered (E-mail); Jill Broome (E-mail); John Sullivan (E-mail)  
Cc: Bill Graham (E-mail); irene.coons@verizon.com  
Subject: RE: Docket No. 030851-TP and 030852-TP/TRO Discovery

Michael,

I just got off the phone with Irene Coons at Verizon and they do want the information from others. I told her how we were handling the execution of the agreement and she would like to be able to sign and participate. I am forwarding this message to her and I have advised her that you would be in touch with her this afternoon. Hopefully, this will help facilitate the process. Pete

-----Original Message-----

From: Michael Gross [mailto:mgross@fcta.com]  
Sent: Wednesday, December 17, 2003 2:33 PM  
To: Carolyn Marek (E-mail); David Sered (E-mail); Jill Broome (E-mail); John Sullivan (E-mail)

Cc: Peter M. Dunbar; Bill Graham (E-mail)  
Subject: Docket No. 030851-TP and 030852-TP/TRO Discovery

Pete Dunbar alerted me to the fact that Verizon has requested copies of TWTC's response to Staff's data request. Consequently, a new protective agreement must be executed with Verizon and TWTC at a minimum. Has either Cox or Comcast received a similar request from Verizon? If so, I can prepare an appropriate protective agreement. Please let me know ASAP. FYI, Adelphia Business Solutions d/b/a Telcove CLECs have severed their relationship with the Adelphia cable entity, and FCTA will not be representing Telcove any more, but will continue to represent the Adelphia cable entity.

Thanks Michael

Michael A. Gross  
Vice President, Regulatory Affairs & Regulatory Counsel  
Florida Cable Telecommunications Association  
246 E. 6th Avenue  
Tallahassee, FL 32303  
850/681-1990  
850/681-9676 (fax)  
mgross@fcta.com (e-mail)  
www.fcta.com (website)



"Michael Gross"  
<mgross@fcta.com>

12/18/2003 03:42 PM

To: Irene B. Coons/EMPL/TX/Verizon@VZNotes, Richard A.  
Chapkis/EMPL/FL/Verizon@VZNotes

cc:

Subject: TRO Docket Nos. 030851-TP and 030852-TP - Protective  
Agreement

Attached is a protective agreement for execution prior to release of the information requested by Verizon. Please execute and return an electronic copy of the signature page in addition to any executed certificate(s) of authorized reviewing representative(s) as soon as possible. Also, please return the originals in duplicate of signature pages to the protective agreement and certificate(s) by overnight mail. Ultimately, we will return a fully executed duplicate original to you so that each party will have a fully executed original.

We will furnish you with electronic copies of the cable CLECs' signature pages as soon as we receive them and copies of the original signatures upon our receipt. I will request that Tallahassee counsel for the cable CLECs release the information to you as soon as we receive Verizon's electronic signatures.

Please contact me if you have any questions. Thanks

Michael

<<Verizon Protective Agreement (TRO Docket).doc>>

Michael A. Gross  
Vice President, Regulatory Affairs & Regulatory Counsel  
Florida Cable Telecommunications Association  
246 E. 6th Avenue  
Tallahassee, FL 32303  
850/681-1990  
850/681-9676 (fax)  
mgross@fcta.com (e-mail)  
www.fcta.com (website)



Verizon Protective Agreement (TRO Docket).t

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Implementation of requirements  
arising From Federal Communications  
Commission Triennial UNE review:  
Local Circuit Switching For Mass  
Market Customers**

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**Docket No. 030851-TP**

**In re: Implementation of requirements  
arising From Federal Communications  
Commission Triennial UNE review:  
Location Specific-Review For DS1, DS3  
and Dark Fiber Loops and Route-Specific  
Review for DS1, DS3 and Dark Fiber  
Transport**

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**Docket No. 030852-TP**

**PROTECTIVE AGREEMENT**

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential ("Confidential Information"), and to ensure that the protection is afforded to material so entitled, **VERIZON FLORIDA, INC., COMCAST PHONE OF FLORIDA, LLC d/b/a COMCAST DIGITAL PHONE, TIME WARNER TELECOM OF FLORIDA, L.P.** and **COX FLORIDA TELCOM, L.P.**, the undersigned parties, through their respective attorneys, hereby stipulate and agree as follows:

**Definitions:**

1 The term "Confidential Information" refers to any information in written, oral or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer information, and other technical, financial or business information, designated as "Confidential Information" by a producing party if the party

believes in good faith that the material is confidential or proprietary and is entitled to protection from disclosure under any provision of State law or Federal law and the material is furnished pursuant to discovery requests, depositions, or otherwise produced during This Proceeding, irrespective of whether the producing party has intervened in the Proceeding or has otherwise become a party to the Proceeding. "Confidential Information" shall not include information contained in the public files of any federal or state agency that is subject to disclosure under relevant state statutes nor shall it include information that, at the time it is provided through discovery or otherwise during This Proceeding or prior thereto, is or was public or that becomes public other than through disclosure in violation of this Agreement. Nor shall "Confidential Information" include information found by the Florida Public Service Commission (FPSC) or a court of competent jurisdiction not to merit the protection afforded Confidential Information under the terms of this Agreement.

2. The term "This Proceeding," for the purposes of this Protective Agreement, shall include only the above styled dockets (Docket Nos. 030851-TP and 030852-TP) that relate to the FPSC's implementation of the FCC's Triennial Review Order, together with any request for review, including any direct appeal of these two dockets to the FCC or to a court of competent jurisdiction.

**Confidential Information:**

1 **General.** The parties will be bound by the terms of this Protective Agreement upon its execution and may thereafter exchange Confidential Information. Either party shall be entitled to seek enforcement of (or other appropriate relief, including sanctions, pertaining to) this Protective Agreement before the FPSC, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. With respect



to the foregoing, the Parties agree that monetary damages would be an inadequate remedy for any breach or threatened breach of this Protective Agreement and that injunctive relief from a court of competent jurisdiction is appropriate for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the production and disclosure of all materials deemed "Confidential Information."

2. **Designation of Material.** Confidential written information shall be so indicated by clearly marking each page, or portion thereof, for which a Confidential Information designation is claimed with a marking such as "Confidential-Subject to Protective Agreement in Docket No. 030851-TP and Docket No. 030852-TP--Not for Use Outside of This Proceeding" or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature and to the prohibition on its use outside of these two dockets. Interrogatory answers, responses to requests for admission, deposition transcripts and exhibits, pleadings, motions, affidavits, and briefs that quote, summarize, or contain materials entitled to protection under this Agreement are accorded status as a stamped confidential document, and to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that not entitled to protection. Confidential non-written information shall be so indicated by asserting the confidentiality of such information at the time of disclosure.

3. **Material Provided to the Parties.** Except with the prior written consent of the party who has designated a document or other non-written information as "Confidential Information," or as hereinafter provided, no Confidential Information may be disclosed to any person

4. **Permissible Disclosure of Confidential Information.**

(A) Notwithstanding paragraph 3, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior written consent only to the following persons, only in prosecuting This Proceeding, and only to the extent necessary to assist in prosecuting This Proceeding:

(i) Subject to Section 4(A)(ii), Counsel of record representing a party in This Proceeding and any legal support personnel (e.g., paralegals and clerical employees) acting at the direction of counsel.

(ii) Other employees, officers, or directors of a party, or consultants or experts retained by a party, who are not engaged in strategic or competitive decision making, including, but not limited to, the development, planning, sale or marketing or pricing of any products or services; strategic or business planning; or competitive assessment on behalf of the receiving party or any party other than the receiving party who is a competitor of the producing party, unless the producing party gives prior written authorization for specific individuals in the prohibited categories above, to review the Confidential Information.

(iii) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions.

(iv) Subject to Section 4(A)(ii), persons noticed for depositions or designated as witnesses, to the extent reasonably necessary in preparing to testify or for the purpose of examination in This Proceeding.

(B) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this Protective Agreement to receive such information, and shall not use the information in any activity or function other than in prosecuting This Proceeding before the FPSC. Each individual who is provided access to Confidential Information must receive a copy of this Agreement and sign, and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party before being provided copies of any Confidential Information. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(i) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraphs (A) - (B) of this section. Each party shall maintain a log, recording the number of copies made of all Confidential Information, and the persons to whom the copies have been provided. Any note memorializing, or any recording of, Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(ii) Within ninety (90) days of the completion of This Proceeding, including all motions and appeals, all originals and reproductions of Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from

the Confidential Information shall be destroyed, and, upon request of the producing party, counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed and a sworn statement to that effect by counsel of record for the receiving party shall be provided to the producing party.

5. **Declassification.** A party may apply to the FPSC for a ruling that documents, categories of documents, deposition transcripts or other non-written information, stamped or designated as confidential, are not entitled to such status and protection. The party or other person that designated the document or other non-written information, as Confidential Information shall be given notice of the application and an opportunity to respond.

6. **Confidential Information Offered in Evidence or Filed in the Record.** Subject to paragraph 5 and the applicable Florida rules and statutes with respect to the admissibility of evidence, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the FPSC in This Proceeding provided that the submission is done in camera or under seal, as applicable. If Confidential Information will be the subject of any cross-examination questions by a party or otherwise made a part of the record in the Proceeding, the cross-examining party or party desiring to offer the information into the record shall provide advance notice, either orally or in writing, to the party who provided the Confidential Information and allow the providing party a reasonable time to ask the FPSC to impose protective measures to preserve the confidentiality of the Confidential Information.

**Subpoena by Courts or Other Agencies.** If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has

obtained under the terms of this Protective Agreement, such party shall promptly (within one (1) business day) notify the party (or other person who designated the document or non-written information as confidential) of the pendency of such subpoena or order to allow that party time to object to that production or seek a protective order.

8. **Client Consultation.** Nothing in this Protective Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information except under the procedures on paragraph 4 above.

9. **Use.** Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of litigation in This Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings. Without limiting the generality of the foregoing, Confidential Information produced in This Proceeding and any related appeals or review proceedings may not be used in proceedings or reviews in any other state, federal, or other jurisdiction.

10. **Non-Termination.** The obligations of the parties with respect to Confidential Information received pursuant to this Protective Agreement shall survive and continue after any expiration or termination of this Agreement.

11. **Preservation of Rights.** Nothing in this Protective Agreement shall prevent any party from objecting to discovery or challenging the admissibility of any and all information and data that it believes to be otherwise improper.

12. **Responsibilities of the Parties.** The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information. A receiving Party shall protect such Confidential Information by using the same degree of care (which shall be no less than reasonable care) to prevent its unauthorized disclosure as the receiving Party exercises in the protection of its own confidential information.

13. **Severability and Jurisdiction.** It is further agreed that if any provision of this agreement shall contravene any statute or constitutional provision or amendment either now in affect or which may, during the term of this agreement be enacted, then that conflicting provision in the agreement shall be deemed null and void. The parties agree to submit to the jurisdiction of state or federal courts within the State of Florida.

14. **Counterparts.** This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

IN WITNESS WHEREOF, the Parties, for themselves, their successors and assigns, have caused this Agreement to be executed in their respective names.

VERIZON FLORIDA, INC.

By: Richard A. Chaplin  
Title: Vice President-General Counsel -Southeast  
Date: December 19, 2003

COMCAST PHONE OF FLORIDA, LLC d/b/a  
COMCAST DIGITAL PHONE

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

TIME WARNER TELECOM OF FLORIDA, L.P.

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

COX FLORIDA TELCOM, L.P.

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

# EXHIBIT 6



"Michael Gross"  
<mgross@fcta.com>  
12/19/2003 01:24 PM

To: Terry A. Scobie/EMPL/FL/Verizon@VZNotes  
cc: Irene B. Coons/EMPL/TX/Verizon@VZNotes, Richard A.  
Chapkis/EMPL/FL/Verizon@VZNotes  
Subject: RE: VZ FL Signature Page

This is to acknowledge and thank you for receipt of Richard Chapkis' signature on behalf of Verizon as a signatory to the primary agreement. As stated in our previous email, release of documents cannot be authorized until we are also in receipt of an executed Certificate of Authorized Representative for each person who will be reviewing the confidential information. A form for this purpose was attached to the proposed agreement previously emailed to you. I am sorry if my previous instructions were unclear on this.

Michael

Michael A. Gross  
Vice President, Regulatory Affairs & Regulatory Counsel  
Florida Cable Telecommunications Association  
246 E. 6th Avenue  
Tallahassee, FL 32303  
850/681-1990  
850/681-9676 (fax)  
mgross@fcta.com (e-mail)  
www.fcta.com (website)

-----Original Message-----

From: terry.scobie@verizon.com [mailto:terry.scobie@verizon.com]  
Sent: Friday, December 19, 2003 11:48 AM  
To: Michael Gross  
Cc: irene.coons@verizon.com  
Subject: VZ FL Signature Page

Mr. Gross - attached is Richard Chapkis' signature page to the NDA in Docket 030851-TP. Per your request, we will overnight the original pages to you.

(See attached file: FCTA NDA-030851-Chapkis signature.pdf)

Terry Scobie  
Executive Adm. Asst.  
813-483-2610  
813-204-8870 (fax)  
terry.scobie@verizon.com



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Implementation of requirements arising ) Docket No. 030852-TP  
from Federal Communications Commission's ) Filed: December 22, 2003  
triennial UNE Review: Location-Specific )  
Review for DS1, DS3, and Dark Fiber Loops )  
and Route-Specific Review for DS1, DS3 and )  
Dark Fiber Transport )

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**VERIZON FLORIDA INC.'S  
FIRST REQUEST FOR ADMISSIONS (NOS. 1-2),  
FIRST SET OF INTERROGATORIES (NOS. 1-21) AND  
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-11) TO  
TIME WARNER TELECOM OF FLORIDA, L.P.**

Verizon Florida Inc. ("Verizon") hereby requests that Time Warner Telecom of Florida, L.P. ("Respondent") respond to the following Combined Requests for Admission, Interrogatories, and Production of Documents (collectively, "Requests"). These Requests are to be answered by the Respondent's corporate officers, employees, or agents who know the requested information and are authorized to respond on behalf of Respondent, with said answers being served upon Verizon within 20 calendar days of service of these Requests pursuant to Order No. PSC-03-1265-PCO-TP. These Requests are continuing in nature and therefore require Respondent to submit supplemental answers or documents should additional responsive information become known or documents supplied in response prove to be incorrect or defective.

**I. INSTRUCTIONS**

A. If you object to any part of a Request, answer all parts of such Request to which you do not object, and as to each part to which you do object, set forth the specific basis for the objection.

B. If you claim any form of privilege or other protection from disclosure as a ground for withholding information responsive to a Request contained in a non-written communication, state the following with respect to the non-written communication:

1. The date;
2. The identity of each of the participants in the non-written communication;
3. The identity of each person present during all or any part of the non-written communication;
4. A description of the non-written communication that is sufficient to identify the particular communication without revealing the information for which a privilege or protection from non-disclosure is claimed;
5. The nature of your claim of non-discoverability (e.g., attorney-client privilege); and
6. Each and every fact on which you rest your claim of privilege or other protection from disclosure, stated with sufficient specificity to permit Verizon to make a full determination as to whether your claim is valid.

C. If you claim any form of privilege or other protection from disclosure as a ground for withholding information responsive to a Request contained in a document, set forth with respect to the document:

1. The date and number of pages;

2. The identity of the author(s) or preparer(s);
3. The identity of the addressee, if any;
4. The title;
5. The type of tangible thing (e.g., letter, memorandum, telegram, chart, report, recording disc);
6. The subject matter (without revealing the information as to which privilege or protection from non-disclosure is claimed);
7. The identity of each person who has received the document or to whom knowledge of the contents of the document was communicated;
8. The identity of the present custodian(s);
9. The nature of your claim of non-discoverability (e.g., attorney-client privilege); and
10. The facts on which you rest your claim of privilege or other protection from disclosure, stated with sufficient specificity to permit Verizon to make a full determination as to whether your claim is valid.

D. On each Request response, list the name and title of the person or persons who prepared the response or who is responsible for the information contained therein.

## II. DEFINITIONS

As used in these Requests, the following terms have the meaning as set forth below:

A. The terms "your company" shall include all of your subsidiaries and affiliates, including without limitation all former and present officers, attorneys, servants, agents, and representatives. For example, a request to AT&T includes without limitation TCG, and a request to MCI or WorldCom includes without limitation Intermedia.

B. The term "Verizon" shall include former GTE, including without limitation all former and present officers, attorneys, servants, agents, and representatives.

C. The terms "relates to" or "relating to" mean referring to, concerning, responding to, containing, regarding, discussing, describing, reflecting, analyzing, constituting, disclosing, embodying, defining, stating, explaining, summarizing, or in any way pertaining to.

D. The term "including" means "including, but not limited to."

E. The terms "document" or "documents" shall include, without limitation, any writings and documentary material of any kind whatsoever, both originals and copies (regardless of origin and whether or not including additional writing thereon or attached thereto), and any and all drafts, preliminary versions, alterations, modifications, revisions, changes and written comments of and concerning such material, including but not limited to: correspondence, letters, memoranda, notes, reports, papers, files, books, contracts, contract amendments or supplements, contract offers, and records of any sort (printed, recorded or otherwise) of any oral

communication whether sent or received or neither, and other written records or recordings, in whatever form, stored or contained in or on whatever medium including computerized or digital memory or magnetic media.

F. The term "date" shall mean the exact day, month and year, if ascertainable, or if not, the best approximation thereof, including relationship to other events.

G. The term "person" or "persons" means and includes any individual, committee, task force, division, department, company, contractor, state, federal or local government agency, corporation, firm, association, partnership, joint venture or any other business or legal entity.

H. The terms "identify" and "identity" when used with reference to a natural person mean to state his or her full name, present or last known address, present or last known telephone number, present or last known place of employment, position or business affiliation, his or her position or business affiliation at the time in question, and a general description of the business in which he or she is engaged.

I. The terms "identify" and "identity" when used with respect to any other entity mean to state its full name, the address of its principal place of business and the name of its chief executive officers.

J. The terms "identify" and "identity" with respect to a document mean to state the name or title of the document, the type of document (e.g., letter, memorandum, telegram, computer input or output, chart, etc.), its date, the person(s) who authored it, the person(s) who signed it, the person(s) to whom it was addressed, the person(s) to whom it was sent, its general subject matter, its present location, and

its present custodian. If any such document was but is no longer in Respondent's possession or subject to its control, state what disposition was made of it and explain the circumstances surrounding, and the authorization, for such disposition, and state the date or approximate date thereof.

K. The terms "identify" and "identity" with respect to any non-written communication mean to state the identity of the natural person(s) making and receiving the communication, their respective principals or employers at the time of the communication, the date, manner and place of the communication, and the topic or subject matter of the communication.

L. The terms "and" and "or" have both conjunctive and disjunctive meanings as necessary to bring within the scope of the Requests.

M. The terms "transport services" or "transport facilities" include but are not limited to transport services or facilities that directly or indirectly connect a Verizon wire center or switch to another Verizon wire center or switch.

### **III. REQUESTS FOR ADMISSION: DEDICATED TRANSPORT**

In responding to each Request for Admission, specifically admit or deny the matter, or set forth in detail the reasons why you cannot truthfully admit or deny the matter.

1. Admit that Respondent states on its website, in words or in substance, that it offers transport facilities or services to other carriers. (For the definitions of transport facilities or transport services for this and all other requests for admission, see Instruction M.)
2. Admit that Respondent does not state on its website, in words or in substance, that it does not offer transport facilities or services to other carriers in Florida.

#### **IV. INTERROGATORIES: DEDICATED TRANSPORT**

1. Identify all fiber optic transport facilities in Florida that you own, by street address of its origination and termination points (or if no termination point, by the location of a fiber ring), as well as a description of the route between those points. (For purposes of responding to this question, your own transport facilities include facilities that you own solely or jointly, as well as facilities that you have obtained from another entity on a long-term, indefeasible right of use basis.) (For the definitions of transport facilities or transport services for this and all other interrogatories, see Instruction M.)
2. For each transport facility identified in response to Question 1, provide a map in an electronic form (such as MapInfo, Arcview, or another GIS program) showing its location.
3. For each transport facility identified in response to Question 1, identify the number of fibers in the fiber cable(s) you deployed.
4. For each transport facility identified in response to Question 1, identify the number of fibers that you activated (*i.e.*, "lit") through the attachment of optronics.
5. For each transport facility identified in response to Question 1, identify by the 11-digit CLLI code, all incumbent LEC switches and wire centers in Florida to which the transport facility is directly or indirectly connected.
6. For each incumbent LEC switch or wire center identified in response to Question 5, identify the optical speed at which the facilities connected to each is operating.
7. For each incumbent LEC switch or wire center identified in response to Question 5, identify the capacity or capacities of services (*e.g.*, DS-1, DS-3) carried by your transport facilities to and/or from the incumbent LEC switch or wire center.
8. For each incumbent LEC switch or wire center identified in response to Question 5, identify where you have fiber that has not been "lit" through the attachment of optronics (*i.e.*, dark fiber) and the number of unlit fibers in each transport facility terminating at that location.
9. Identify by the 11-digit CLLI code, all incumbent LEC switches or wire centers in Florida at which you have obtained dark fiber transport facilities from any supplier, including but not limited to from incumbent LECs.

10. For each dark fiber facility identified in response to Question 9, state (a) whether you have activated the dark fiber through the attachment of optronics (*i.e.*, whether the fiber is now "lit"), (b) the optical speed at which the facility operates, and (c) the capacity or capacities of services (*e.g.*, DS-1, DS-3) carried by each such transport facility.
11. Identify all transport facilities in Florida that you use or possess but do not own, by street address of its origination and termination points, as well as a description of the route between those points. (For purposes of responding to this question, your own transport facilities include facilities that you own solely or jointly, as well as facilities that you have obtained from another entity on a long-term, indefeasible right of use basis.)
12. For each transport facility identified in response to Question 11, identify by the 11-digit CLLI code, all incumbent ILEC switches and wire centers to which the transport facility is connected.
13. For each incumbent LEC switch or wire center identified in response to Question 12, identify the optical speed at which the transport facilities connected to each operates.
14. For each incumbent LEC switch or wire center identified in response to Question 12, identify the capacity or capacities of transport services (*e.g.*, DS-1, DS-3) carried by the transport facility or facilities to and/or from the incumbent LEC switch or wire center.
15. For all transport facilities identified in response to Questions 11 and 12, identify the non-incumbent LEC supplier from which you have obtained the facility.
16. Identify all transport facilities in Florida that you make available to other carriers, or have offered to make available to other carriers by street address of its origination and termination points, as well as a description of the route between those points.
17. For each transport facility identified in response to Question 16, identify by the 11-digit CLLI code, all incumbent LEC switches and wire centers to which the transport facility is directly or indirectly connected.
18. For each incumbent LEC switch or wire center identified in response to Question 17, identify the optical speed at which the facilities connected to each operates.
19. For each incumbent LEC switch or wire center identified in response to Question 17, identify the capacity or capacities of services (*e.g.*, DS-1, DS-3)



carried by the transport facilities to and/or from the incumbent LEC switch or wire center.

20. For each incumbent LEC switch or wire center identified in response to Question 17, identify the carrier or carriers to which you make the transport facility available, or to which you have offered to make the facility available.
21. Identify the points in Florida at which local network facilities that you own or use are connected to the networks of carriers other than the incumbent LECs, including interconnection with other CLECs, interexchange carriers, or internet service providers at any point of presence, network access point, collocation hotel, data center, or similar facility (collectively or individually, "interconnection points" or "IPs").

#### **V. REQUESTS FOR PRODUCTION OF DOCUMENTS: DEDICATED TRANSPORT**

1. Provide all documents identifying the fiber optic dedicated transport in Florida that you make available, or have offered to make available (e.g., through lease, indefeasible right of use), to other carriers.
2. Provide all document identifying the incumbent LEC switches or wire centers in Florida at which you have operational collocation arrangements.
3. Provide all documents that discuss or describe your willingness to provide dedicated transport in Florida to other carriers.
4. Provide all documents that discuss or describe the optical speeds at which your dedicated transport in Florida operates.
5. Provide all documents that discuss or describe the capacity or capacity of services (e.g., DS-1, DS-3) that you offer to other carriers, or have offered to other carriers.
6. Provide all documents that discuss or describe the capacity or capacity of services (e.g., DS-1, DS-3) that you offer in Florida to retail customers, or have offered to retail customers.
7. Provide all documents that discuss or describe whether you are willing to provide dark fiber dedicated transport in Florida to other carriers.
8. Provide all documents that discuss or describe the dedicated transport in Florida that you obtain from other non-incumbent LEC carriers, or have obtained from other non-incumbent LECs.

9. Provide all documents that discuss or describe the capacity or capacity of services (e.g., DS-1, DS-3) in Florida that you obtain from other non-incumbent LEC carriers, or have obtained from other non-incumbent LEC carriers.
10. Provide all documents that discuss or describe dark fiber in Florida that you obtain from other non-incumbent LEC carriers, or have obtained from other non-incumbent LEC carriers.
11. Provide the confidential filings with respect to dedicated transport that you made with the FCC in the Triennial Review docket. (See, e.g., FCC's Triennial Review Order, ¶ 392 n.1216)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

**CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE**

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared Irene Coons (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Protected Materials that will be provided to me in This Proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the Triennial Review Proceedings in the State of Florida, including Docket No. 030851-TP and Docket No. 030852-TP, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these Triennial Review proceedings in the State of Florida as set forth in the Protective Agreement.

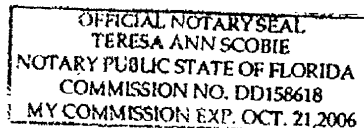
Signature:

Irene Coons  
Date of Execution: December 19, 2003  
(Type or Print below)  
Name: Irene Coons  
Title: Regulatory Case Manager  
Company: Verizon  
Address: 600 Hidden Ridge, Irving, TX 75038  
Requesting Party: Verizon

SWORN TO AND SUBSCRIBED BEFORE ME on this 19<sup>th</sup> day of Nov, 2003.

Teresa Ann Scobie  
(NOTARY PUBLIC)

My Commission expires:  
\_\_\_\_\_



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

**CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE**

BEFORE ME, the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came appeared CHARLES S. SCHUBART (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Protected Materials that will be provided to me in This Proceeding are being provided pursuant to the terms and restrictions of the Protective Agreement throughout the entirety of the Triennial Review Proceedings in the State of Florida, including Docket No. 030851-TP and Docket No. 030852-TP, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of these Triennial Review proceedings in the State of Florida as set forth in the Protective Agreement.

Signature:

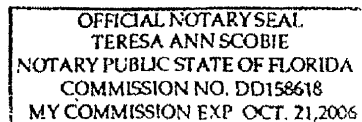
Charles S. Schubart  
Date of Execution 12/19/03  
(Type or Print below)  
Name: Charles S. Schubart  
Title: Consultant  
Company: Verizon  
Address: 201 N. Franklin St. Tampa FL  
Requesting Party: Verizon

SWORN TO AND SUBSCRIBED BEFORE ME on this 19<sup>th</sup> day of Dec; 2003.

Teresa Ann Scobie  
(NOTARY PUBLIC)

My Commission expires:

\_\_\_\_\_





"Michael Gross"  
<mgross@fcta.com>  
12/23/2003 03:17 PM

To: Irene B. Coons/EMPL/TX/Verizon@VZNotes, Richard A.  
Chapkis/EMPL/FL/Verizon@VZNotes  
cc: "Bill Graham (E-mail)" <bgraham@mcfarlain.com>, "Schef Wright  
(E-mail)" <schef@landersandparsons.com>, "Peter Dunbar (E-mail)"  
<pete@penningtonlawfirm.com>, "Carolyn Marek (E-mail)"  
<carolyn.marek@twtelecom.com>, "David Sered (E-mail)"  
<david\_sered@cable.comcast.com>, "Jill Broome (E-mail)"  
<jill.broome@cox.com>, "John Sullivan (E-mail)"  
<jsullivan@comcastbusiness.com>

Subject: Florida TRO Dockets/Verizon Protective Agreement

We have received certificates of authorized reviewing representatives executed by Irene Coons and Charles Schubart. Accordingly, we have requested that the information requested by Verizon be furnished to solely the above stated reviewing representatives. Paragraph 4(B) on page 5 of the agreement expressly requires that any person reviewing confidential information must execute a certificate of authorized reviewing representatives on the form attached to the agreement. It is our understanding that Verizon desires that Richard Chapkis be furnished with a copy of the confidential information. Although he has executed the primary agreement on behalf of Verizon, he is under no circumstances permitted to review the confidential information unless and until we are in receipt of a certificate of authorized reviewing representative properly executed by Richard Chapkis.

I regret that there has been any misunderstanding on this requirement. Please contact me if you wish to discuss further.

Thank you

Michael

Michael A. Gross  
Vice President, Regulatory Affairs & Regulatory Counsel  
Florida Cable Telecommunications Association  
246 E. 6th Avenue  
Tallahassee, FL 32303  
850/681-1990  
850/681-9676 (fax)  
mgross@fcta.com (e-mail)  
www.fcta.com (website)

ATTACHMENT A

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION  
IN DOCKET NOS. 030851-TP/030852-TP  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Richard A. Chapkis, hereby agree to comply with and be bound by the Nondisclosure Agreement, and acknowledge that I have reviewed the Nondisclosure Agreement and fully understand its terms and conditions.

Signature: Richard A. Chapkis

Full Name: Richard A. Chapkis

(Print)

Permanent Address

and Employer: Verizon

201 N. FRANKLIN ST M/C FLTC0717, TAMPA FL 33602

Party With Whom

Signatory Is Associated: Verizon

Date: December 24, 2003

## EXHIBIT 11

"Michael Gross"  
<mgross@fcta.com> To: Richard A. Chapkis/EMPL/  
cc:  
12/24/2003 11:25 Subject: RE: Florida TRO Dockets  
Agreement  
AM

Richard:

This is to acknowledge receipt of your executed certificate. Accordingly I have advised our group to release the information to you. I have previously authorized release to Ms. Coons and Mr. Schubart, and I understand that Comcast has already delivered the information.

The form on which you executed the certificate is not the form required our protective agreement, but I did not want to delay your receipt of the information. I would appreciate it if you would follow up and execute a certificate on the form attached to our agreement (which also must be

notarized) as soon as possible and email and overnight to my office.

Thanks

Michael

-----Original Message-----

From: richard.chapkis@verizon.com [mailto:richard.chapkis@verizon.com]

Sent: Wednesday, December 24, 2003 9:15 AM

To: Michael Gross

Cc: Bill Graham (E-mail); Carolyn Marek (E-mail); David Sered (E-mail);

irene.coons@verizon.com; Jill Broome (E-mail); John Sullivan (E-mail);

Peter Dunbar (E-mail); Schef Wright (E-mail)

Subject: Re: Florida TRO Dockets/Verizon Protective Agreement

Michael:

I have executed a certificate and am having it faxed to your offices this morning. I will not view the materials until you have acknowledged receipt of my executed certificate. However, Verizon needs the requested information immediately so that Ms. Coons and Mr. Schubart may view it. Please send the information today to Mr. Schubart electronically at charles.schubart@verizon.com. If that is not possible, please provide him with a copy by overnight mail at:

Charles Schubart  
Verizon  
201 N. Franklin St.  
FLTC0845  
Tampa, Florida 33602  
(813) 483-2514

Thanks.

Richard A. Chapkis  
Vice President & General Counsel -- Southeast Region  
Verizon Legal Department  
201 N. Franklin St. -- FLTC0717  
Tampa, Florida 33601  
Tel: 813-483-1256  
Fax: 813-273-9825  
e-mail: richard.chapkis@verizon.com



"Michael Gross"

<mgross@fcta.com> To: Irene B.  
Coons/EMPL/TX/Verizon@VZNotes, Richard A.

Chapkis/EMPL/FL/Verizon@VZNotes

12/23/2003 04:17 cc: "Bill Graham  
(E-mail)" <bgraham@mcfarlain.com>, "Schef Wright (E-mail)"  
PM

<schef@landersandparsons.com>, "Peter Dunbar (E-mail)"  
<pete@penningtonlawfirm.com>,

"Carolyn Marek (E-mail)"  
<carolyn.marek@twtelecom.com>, "David Sered (E-mail)"

<david\_sered@cable.comcast.com>, "Jill Broome (E-mail)"  
<jill.broome@cox.com>, "John

Sullivan (E-mail)"  
<jsullivan@comcastbusiness.com>

Subject: Florida TRO  
Dockets/Verizon Protective Agreement

We have received certificates of authorized reviewing representatives executed by Irene Coons and Charles Schubart. Accordingly, we have requested that the information requested by Verizon be furnished to solely the above stated reviewing representatives. Paragraph 4(B) on page 5 of the agreement expressly requires that any person reviewing confidential information must execute a certificate of authorized reviewing representatives on the form attached to the agreement. It is our understanding that Verizon desires that Richard Chapkis be furnished with a copy of the confidential information. Although he has executed the primary agreement on behalf of Verizon, he is under no circumstances permitted to review the confidential information unless and until we are in receipt of a certificate of authorized reviewing representative properly executed by Richard Chapkis.

I regret that there has been any misunderstanding on this requirement. Please contact me if you wish to discuss further.

Thank you.

Michael

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