

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by BellSouth Tele- )  
Communications, Inc., Regarding )  
The Operation of a Telecommunications )  
Company by Miami-Dade County In )  
Violation of Florida Statutes and )  
Commission Rules )

DOCKET NO. 050257-TL

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
FIRST REQUEST FOR PRODUCTION TO MIAMI-DADE COUNTY**

BELLSOUTH TELECOMMUNICATIONS, INC. ("BellSouth"), through its undersigned counsel and pursuant to Rule 28.106-206, Florida Administrative Code and Rule 1.350 Fla.R.Civ.P., hereby serves its First Request for Production to MIAMI-DADE COUNTY ("County") to produce and make available for inspection and duplication, in response to each numbered paragraph, all documents specified herein which are in the County's possession, custody or control, or in the possession, custody or control of the County's agents, accountants or attorneys, and as hereinafter defined.

**DEFINITIONS AND INSTRUCTIONS**

1. As a preliminary matter, Bellsouth does not seek to have the County duplicate its production of documents to the extent the County has produced responsive documents in Case Number 02-28688 CA (03) in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida (the "State Action"). Therefore, to the extent the County has previously provided a response in the State Action, which prior response is responsive to any of the following Requests, the County need not respond again via production to such request. Rather, the County may respond to such request

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by identifying the prior response in the State Action by its date and number. If such prior response does not respond to the Requests below in its entirety, you should provide all documents and additional information necessary to make your responses to these Requests complete. BellSouth reserves the right, if necessary, to request that the County provide specific bates numbers of previously produced documents that the County claims are responsive to the Request.

2. "BellSouth" means BellSouth Telecommunications, Inc., its subsidiaries, present and former officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on behalf of BellSouth Telecommunications, Inc.

3. The terms "you," "your," and "County" mean the party or parties to which this request is addressed, including its agents, accountants, attorneys, and all other persons acting or purporting to act on its behalf.

4. The term "County Airports" means Miami-Dade County International Airport, Homestead General Airport, Kendall-Tamiami Executive Airport, Opa-Locka Airport, Dade-Collier Training and Transition Airport and Opa-Locka West Airport.

5. "Greater Orlando Aviation Authority" means that certain agency of the city of Orlando created to govern the Orlando International Airport, its subsidiaries, present and former officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on its behalf.

6. "Hillsborough County Aviation Authority" means that certain agency of the city of Tampa created to govern the Tampa International Airport, its subsidiaries, present and former officers, employees, agents, representatives, directors, and all other persons acting or purporting to act on its behalf.

7. The term "STS" means Shared Tenant Services and includes Shared Airport Tenant Services ("SATS").

8. The term "2002 Purchase Agreement" means the Agreement between the County and Nextira to purchase the telecommunications equipment and facility at Miami-Dade County International Airport in 2002.

9. The term "2002 Management Agreement" means the Non-Exclusive Telecommunications, Data Network, and Shared Airport Tenant Services Management Agreement entered into between the County and Nextira on February 1, 2002, effective February 6, 2002.

10. The term "document" means any written or graphic matter or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all nonidentical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings or other communications, interoffice and intraoffice telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic,

mechanical or electric records or representations of any kind (including without limitation tapes, cassettes, discs and records).

11. The term "all documents" means every document or group of documents as above defined that are known to you or that can be located or discovered by reasonably diligent efforts.

12. The terms "refer" or "relate to" mean to make a statement about, discuss, describe, reflect, constitute, identify, deal with, consist of, establish, comprise, list, evidence, substantiate or in any way pertain, in whole or in part, to the subject.

13. The term "entity" means any natural person, individual, general or limited partnership, corporation, association, organization, joint venture, firm or other business enterprise, governmental body, group of natural persons or other entity.

14. Any and all documents produced pursuant to this request must be segregated and identified as being responsive to a specified numbered request, or when producing the documents in the ordinary course of business, please keep all documents segregated by the file in which the documents are contained and indicate the name of the file in which the documents are contained and the name of the documents being produced.

15. If any response is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document and a statement of the basis on which the privilege was claimed.

16. If any Requests cannot be responded in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a request, answer all parts of the request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

17. These Requests are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these requests subsequently become known or should your initial response be incorrect or untrue.

## DOCUMENTS TO BE PRODUCED


- 1) Any and all documents which identify the equipment purchased or leased by the County at any time between 1988 and the present concerning the provision of telecommunications or STS at County Airports.
- 2) Any and all documents which evidence and identify a list of customers at all County Airports which purchase telecommunications services (including STS) provided by the County as of the date of this request.
- 3) Any and all marketing materials, studies, forecasts and any documents which demonstrate efforts to provide or sell telecommunications services (including STS) to tenants at County Airports.
- 4) Any and all documents which identify the revenue and/or profits anticipated and/or actually derived from telecommunications services (including STS) provided at County Airports, including but not limited to financial statements, forecasts and budgets, all for the period 2001-2006.
- 5) Any and all documents which refer or relate to any decisions or analyses as to whether the County was required to obtain a PSC Certificate of Public Convenience and Necessity.
- 6) Any and all documents which support the County's contention that the County (not Nextira or its predecessors) was the provider of STS at County Airports prior to January, 2002.
- 7) Any and all documents containing the County's analyses and decision making processes of the County leading up to and concerning its decision to purchase the assets of Nextira referenced in various documents, including but not limited to, Steve Shiver's January 29, 2002, memorandum to the Board of County Commissioners.
- 8) Any and all documents which refer or relate to the negotiation and execution of the 2002 Purchase Agreement between the County and Nextira and its predecessors including but not limited to:
  - Any and all marketing materials, studies, forecasts and budgets;
  - Any and all documents which identify the revenue and/or profits anticipated from the 2002 Purchase Agreement; and

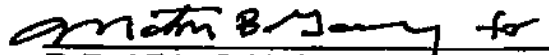
- Any and all documents which identifies the role of the County and the role of Nextira pursuant to the 2002 Purchase Agreement.
- 9) Any and all documents which refer or relate to the negotiation and execution of the 2002 Management Agreement between the County and Nextira and its predecessors including but not limited to:
- Any and all marketing materials, studies, forecasts and budgets;
  - Any and all documents which identifies the revenue and/or profits anticipated from the 2002 Management Agreement; and
  - Any and all documents which identifies the role of the County and the role of Nextira pursuant to the 2002 Management Agreement.
- 10) Any and all documents which refer or relate to the County's partitioning of trunks, if any, at County Airports, or that support the County's contention that it has partitioned certain trunks at the Miami-Dade County International Airport.
- 11) Any and all documents which support the County's contention that STS to concessions, restaurants, shops and other County customers at County Airports is necessary for the safe and efficient movement of transportation and cargo.
- 12) Any and all documents which support the County's contention that STS was necessary for the evacuation of Miami-Dade County International Airport on July 11, 2005, January 21, 2005, January 12, 2005, December 14, 2004, September 25, 2004 and August 16, 2004. See Transcript of the Hearing on the County's Motion to Dismiss on August 2, 2005, at pp. 11-12.
- 13) Any and all correspondence by and between the County and the Greater Orlando Aviation Authority which refers or relates to this PSC proceeding or BellSouth's complaint against the County in the State Action.


- 14) Any and all correspondence by and between the County and the Hillsborough County Aviation Authority which refers or relates to this PSC proceeding or BellSouth's complaint against the County in the State Action.

Respectfully submitted:

**BELLSOUTH TELECOMMUNICATIONS, INC.**

  
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Martin B. Goldberg, Esq.  
LASH & GOLDBERG LLP  
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**CERTIFICATE OF SERVICE**

**Docket No. 050257-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 7 day of June, 2006 to the following:

Adam Teitzman  
Staff Counsel  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
[ateitzma@psc.state.fl.us](mailto:ateitzma@psc.state.fl.us)

Robert A. Ginsburg  
Miami-Dade County Attorney  
David Stephen Hope, Esq.  
Assistant County Attorney  
Miami-Dade County Attorney's Office  
Aviation Division  
**U.S. Mail Address**  
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Martin B. Goldberg



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by BellSouth  
Telecommunications, Inc., Regarding  
The Operation of a Telecommunications  
Company by Miami-Dade County in  
Violation of Florida Statutes and  
Commission Rules

Docket No. 050257

**MIAMI-DADE COUNTY'S RESPONSES TO BELLSOUTH  
TELECOMMUNICATIONS, INC.'S FIRST REQUEST FOR PRODUCTION**

Miami-Dade County (the "County"), by and through its undersigned counsel, hereby serves its answers to BellSouth Telecommunications Inc.'s ("BellSouth") First Request for Production (the "Request") and states:

1. The County answers BellSouth's First Request for Production, and said answers are available for inspection and copying, pursuant to Fla. R. Civ. P. 1.280 and 1.350, at the Office of the County Attorney, Stephen P. Clark Center, 111 Northwest 1st Street, Suite 2800, Miami, Florida 33128-1993.
2. Regarding Request No. 1, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in Plaintiff's First Request for Production Nos. 1 and 3, dated January 30, 2003, and produced March 6, 2003 and December 15, 2005.
3. Regarding Request No. 2, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in Plaintiff's First Request for Production No. 1, dated January 30, 2003, and produced December 15, 2005 and February 8, 2006. However, the County's current list of customers constitutes a trade secret. § 812.081, Fla. Stat. (2002). "[T]rade secret information as defined in s. 812.081, and as provided for in s. 815.04(3),

C:\Data\discovery\BellSouth Telecommunications (PSC Response to First Request for Production).DOC



[is] expressly made confidential and exempt from the public records law ...." § 815.045, Fla. Stat. (2005). The County objects to any production which violates this trade secret privilege.

4. Regarding Request No. 3, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in Plaintiff's First Request for Production Nos. 1 and 4, dated January 30, 2003, and produced March 6, 2003 and December 15, 2005.
5. Regarding Request No. 4, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in Plaintiff's First Request for Production Nos. 1, 4, 7, and 8, dated January 30, 2003, and produced March 6, 2003 and December 15, 2005.
6. Regarding Request No. 5, the documents have been provided in Plaintiff's First Request for Production Nos. 5 and 6, dated January 30, 2003, and produced March 6, 2003.
7. Regarding Request Nos. 6, the documents have been provided in: (i) Plaintiff's First Request for Production Nos. 1, 7, and 8, dated January 30, 2003, and produced March 6, 2003 and December 15, 2005; (ii) Plaintiff's Contention Interrogatories Nos. 6 and 13, dated February 3, 2004, and produced March 1, 2004; and (iii) the County's Preliminary Exhibit List Nos. 2, 3, 4, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 35, and 49, dated May 26, 2006, and produced June 2, 2006.
8. Regarding Request Nos. 7, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in: (i) Plaintiff's First Request for Production Nos. 7 and 8, dated January 30, 2003, and produced March 6, 2003; and (ii) Plaintiff's Third Request for Production No. 1, dated April 17, 2006 and produced May 15, 2006.
9. Regarding Request Nos. 8, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in: (i) Plaintiff's First Request for Production

*In re: Complaint of BellSouth Telecommunications, Inc.  
Docket No. 050257-TL  
Responses to First Request for Production*

Nos. 1, 4, 7, and 8, dated January 30, 2003, and produced March 6, 2003 and December 15, 2006; (ii) Plaintiff's Third Request for Production No. 1, dated April 17, 2006 and produced May 15, 2006; and (iii) Request Nos. 1 and 2.

10. Regarding Request No. 9, the documents have been provided in Request No. 8.

11. Regarding Request No. 10, additional documents are produced pursuant to paragraph 1 above. Responsive documents have been provided in the videotaped deposition of Pedro Garcia on October 28, 2004.

12. Regarding Request No. 11, the documents are provided pursuant to paragraph 1 above.

13. Regarding Request No. 12, the documents have been provided in Request No. 11.

14. Regarding Request No. 13, the documents have been provided pursuant to paragraph 1 above.

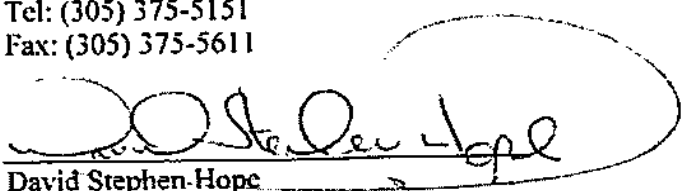
15. Regarding Request No. 14, the documents requested do not exist.

RESPECTFULLY SUBMITTED.

MURRAY A. GREENBERG  
MIAMI-DADE COUNTY ATTORNEY

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111 Northwest 1st Street, Suite 2800  
Miami, Florida 33128-1993  
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By

  
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Assistant County Attorney  
Florida Bar No. 87718  
[DHope@miami-airport.com](mailto:DHope@miami-airport.com)  
[DHope@miamidadecounty.gov](mailto:DHope@miamidadecounty.gov)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 27<sup>th</sup>  
day of June 2006, to:

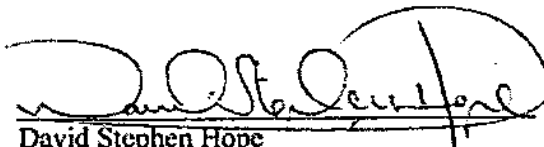
*Adam Teitzman, Esq.*  
Staff Counsel  
Florida Public Service Commission  
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*Sharon R. Liebman, Esq.*  
c/o Nancy H. Sims  
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BellSouth Telecommunications, Inc.  
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Bingham McCutchen LLP  
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David Stephen Hope  
Assistant County Attorney





BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by BellSouth Tele- )  
Communications, Inc., Regarding )  
The Operation of a Telecommunications )  
Company by Miami-Dade County in )  
Violation of Florida Statutes and )  
Commission Rules )

DOCKET NO. 050257-TL

**BELLSOUTH TELECOMMUNICATIONS, INC.'S NOTICE OF FILING CONCERNING  
COUNTY'S ASSERTION OF FLORIDA'S TRADE SECRET PRIVILEGE**

BellSouth Telecommunications, Inc. ("BellSouth") hereby submits its Notice Concerning Miami-Dade County's Assertion of the Florida Trade Secret Privilege within its Response to BST's First Request for Production of Documents.

1. On June 27, 2006, Miami-Dade County ("County") filed its Responses to BellSouth's First Request for Production of Documents. Therein, the County asserted Florida's Trade Secret Privilege pursuant to Section 812.081, Fla. Stat. (2002), in support of its contention that the County need not disclose a list of its current customers for telecommunications services.

2. BellSouth disagrees and contests the applicability of the trade secret privilege and has written the County in an attempt to resolve the matter without the intervention of the Hearing Officer or Commission Staff. A copy of BellSouth's correspondence in this regard is attached hereto as Exhibit A.

3. Accordingly, BellSouth will attempt in good faith to resolve the matter with the County. Should these efforts fail, BellSouth reserves all of its rights to bring this discovery dispute before the Hearing Officer for resolution as contemplated by the Scheduling Order in this matter.

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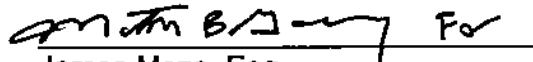
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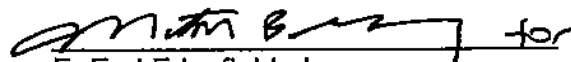


Respectfully submitted:

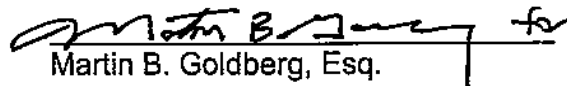
**BELLSOUTH TELECOMMUNICATIONS, INC.**

 For

James Meza, Esq.  
Sharon R. Liebman, Esq.  
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 for

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 for

Martin B. Goldberg, Esq.  
LASH & GOLDBERG LLP  
Bank of America Tower, Suite 1200  
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Miami, Florida 33131  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed  
this 3 day of July 2006, to:

Adam Teitzman, Esq.  
Staff Counsel  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
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Miami-Dade County Attorney  
David Stephen Hope, Esq.  
Assistant County Attorney  
Miami-Dade County Attorney's Office  
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Miami, Florida 33159-2075

  
MARTIN B. GOLDBERG



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GOLDBERG** LLP  
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SENDER'S E-MAIL: MGOLDBERG@lashgoldberg.com  
REPLY TO MIAMI OFFICE

**Via Telefax & U.S. Mail**

July 3, 2006

David Stephen Hope, Esq.  
County Attorney's Office  
P.O. Box 592075  
Miami, FL 33159-2075

**Re: In re: Complaint of BellSouth Telecommunications, Inc.  
Against Miami-Dade County for Alleged Operation of a  
Telecommunications Company in Violation of Florida  
Statutes and Commission Rules.  
Docket No: 050257-TL**

Dear David:

This letter responds to your most recent pleading entitled, Miami-Dade County's Responses to BellSouth Telecommunications, Inc.'s First Request for Production dated June 27, 2006. Therein, in response to BellSouth's request for a copy of the County's current customer list, the County objected to such production and claimed, "the County's current list of customers constitutes a trade secret." See Response No. 3 (emphasis in original).

In order to avoid a dispute on this issue, and in an attempt to resolve the matter without the intervention of the Public Service Commission staff and the Hearing Officer, I write to raise the following points concerning your objection and ask that the County respectfully reconsider its position.

First, as you know, the County has previously provided the names of its customers to the Public Service Commission upon its request. At those times, the County did not raise or claim a privilege to prevent such cooperation and disclosure.

Second, in the State Action the County previously attempted to withhold the names of its customers and filed a Motion for Protective Order asserting the trade secret privilege. BellSouth contested the applicability of the privilege and, after a hearing on this issue, the Court ruled that the privilege did not apply as a matter of law. On January 31, 2006, the Court denied the County's Motion for Protective Order and ordered the County to disclose the names of its customers to BellSouth.

Third, one central question to be addressed by the PSC in this proceeding is the applicability of the airport exemption rule to the current offering of telecommunications services



David Stephen Hope, Esq.  
July 3, 2006  
Page 2

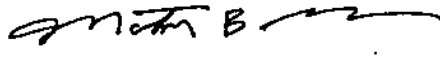
by the County at the Miami International Airport and other county-owned airports. The text of the airport exemption rule and its history make clearly relevant the type, nature and function of the entities to which the County is offering and providing telecommunications services. In light of the foregoing, by claiming trade secret privilege to withhold the current customer list, the County is intentionally attempting to undermine the Commission's right to fully and competently evaluate the nature and scope of the County's telecommunications systems.

Finally, since you previously argued to the State Court that the disclosure of your customer names to BellSouth would place the County at a competitive disadvantage for business at the airports, please know that BellSouth is amenable to entering into a confidentiality agreement that would limit the use of such information to this proceeding. BellSouth would agree to keep the information in an "attorney-eyes only" capacity so as to not provide any such information to the business portion of the company. Of course, we are willing to provide you with this protection as our only goal is to obtain this information for the Public Service Commission's use and evaluation concerning the issues raised in this proceeding.

Given the foregoing, we respectfully request that the County reconsider its position. Such reconsideration would save the Commission Staff and the Hearing Officer considerable time and effort. Please let us know your position by Wednesday, July 12, 2006, and we look forward to your anticipated cooperation with us and the Commission. Of course, in all other respects BST reserves all of its rights concerning this matter, including the right to bring this issue before the Hearing Officer as a discovery dispute pursuant to the Scheduling Order. Thank you.

Very truly yours,

**LASH & GOLDBERG LLP**



Martin B. Goldberg

cc: James Meza, Esq.  
Dorian Denburg, Esq.  
Sharon Liebman, Esq.

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SENDER'S E-MAIL: LLAMBERT@lashgoldberg.com  
REPLY TO MIAMI OFFICE

**Via Telefax & U.S. Mail**

July 12, 2006

David Stephen Hope, Esq.  
County Attorney's Office  
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Miami, FL 33159-2075

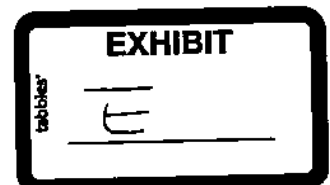
**Re: In re: Complaint of BellSouth Telecommunications, Inc.  
Against Miami-Dade County for Alleged Operation of a  
Telecommunications Company in Violation of Florida  
Statutes and Commission Rules.  
Docket No: 050257-TL**

Dear David:

As a follow-up to our conversation this morning and our correspondence dated June 29, 2006, and in furtherance of our efforts to avoid bringing unnecessary disputes to the Commission, attached please find a proposed Protective Agreement which we believe more than adequately addresses the County's concerns regarding the production of its current customer list to BellSouth. As we discussed, BellSouth agrees to limit the disclosure of the County's current customer list solely to its counsel of record, namely Lash & Goldberg LLP and BellSouth's in-house legal department. BellSouth has no intention of and will not disclose the documents and/or the information contained therein to its business side operations or to anyone other than its counsel of record, their respective paralegal/clerical employees or consultants/experts retained by counsel of record in connection with this proceeding.

It is our understanding that Protective Agreements like this are routinely employed in proceedings before the PSC. In fact, the attached proposed Protective Agreement is one that BellSouth has used in numerous such proceedings, although we have modified it to be even more restrictive than normal by limiting disclosure to "attorneys' eyes only." Accordingly, per our discussion, please review the proposed agreement and let us know by close of business tomorrow, Thursday, July 13, 2006, or by mid day on Friday, July 14, if you will agree to its entry and submission to the PSC.

If you cannot agree to the proposed Protective Agreement, BellSouth will be constrained to file a Motion to Compel Production of the documents. Given the short time frame for completion of discovery, we plan to file the Motion by close of business Friday unless we reach agreement on the Protective Agreement.



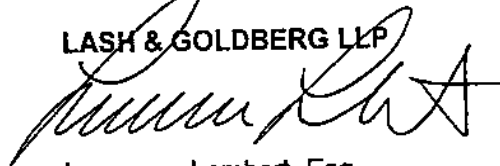


David Stephen Hope, Esq.  
July 12, 2006  
Page 2

Thank you for your prompt attention to this matter.

Very truly yours,

**LASH & GOLDBERG LLP**



Lawrence Lambert, Esq.

Cc: Martin Goldberg, Esq.  
Dorian Denburg, Esq.

BANK OF AMERICA TOWER  
SUITE 1200  
100 SOUTHEAST 2ND STREET  
MIAMI, FLORIDA 33131-2158  
305 347 4040 • 305 347 4050 FAX

**LASH & GOLDBERG LLP**  
ATTORNEYS AT LAW  
[www.lashgoldberg.com](http://www.lashgoldberg.com)

WESTON CORPORATE CENTER  
SUITE 400  
2500 WESTON ROAD  
FT. LAUDERDALE, FLORIDA 33331  
954 384 2500 • 954 384 2510 FAX

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint by BellSouth Tele- Communications, Inc., Regarding The Operation of a Telecommunications Company by Miami-Dade County in Violation of Florida Statutes and Commission Rules	) ) ) ) ) ) ) )	Docket No.: 050257-TL  <b>DRAFT</b>  Dated: _____
---	--------------------------------------	---

**PROTECTIVE AGREEMENT**

**STIPULATION AND AGREEMENT**

To expedite the production of material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential, and ensure that the protection is afforded to material so entitled, the undersigned parties, through their respective attorneys, hereby stipulate and agree as follows:

1.     *Exchange of Confidential Information.* The signatory parties will be bound by the terms of this Protective Agreement upon executing it. Parties may exchange Confidential Information upon executing this Protective Agreement. Any party shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Florida Public Service Commission ("FPSC"), a member of the FPSC, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the production and disclosure of all materials deemed confidential pursuant to paragraph 2 below.

2.     *Confidential Information.* Any materials generated or provided by a party may be designated as "Confidential Information" by that party if the party believes in good faith that the materials are confidential or proprietary and are entitled to protection from disclosure under Florida's trade secret law or any other provision of Florida or Federal law, or are subject to existing non-disclosure obligations to a third party. The parties to this Protective Agreement agree that the designation of materials as "Confidential Information," or the failure to designate materials as "Confidential Information," shall in no way affect the right of the producing party to challenge the release of such materials. In particular, the designation of materials as "Confidential Information," or the failure to designate materials as "Confidential Information," shall in no way affect the right of the producing party to assert that such materials are exempt from disclosure. Any party asserting confidentiality for such material shall so indicate 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. 050257-TL before the Florida Public Service Commission" or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature. Except with the prior written consent of the party or other person who has designated a document to be stamped as Confidential Information, or as hereinafter provided, no Confidential Information may be disclosed to any person.

For purposes of the Protective Agreement, the term "document" means all written, recorded or graphic material, and non-paginated items such as computer tapes, diskettes, and CD ROMs, whether produced or created by a party or another person, whether produced pursuant to the FPSC's rules, subpoena, by agreement or otherwise. Prefiled testimony and exhibits, 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 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.

3. *Permissible Disclosure of Confidential Information.*

(a) Notwithstanding paragraph 2, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

(1) Counsel of record representing a party in this Proceeding (namely Lash & Goldberg LLP and BellSouth's in-house legal department for BellSouth and the County Attorney's Office for Miami-Dade County), and any legal support personnel (e.g., paralegals and clerical employees) employed by such counsel of record, provided that all portions of the record containing the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement, and consultants or experts retained by counsel of record who have entered Attachment A, Certificate of Authorized Reviewing Representative attached hereto.

(2) The FPSC or its staff, pursuant to the rules of the FPSC.

(3) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions provided that all parts of the record having the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement.

(4) Any person designated by the FPSC in the interest of justice, upon such terms as the FPSC may deem proper, and pursuant to the rules of the FPSC.

(5) 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, provided that all portions of the record containing the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement.

(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 section to receive such information, and shall not use the information in any activity or function other than in prosecuting this Proceeding before this FPSC or any arbitrator appointed by this FPSC. Each individual who is provided access to Confidential Information pursuant to paragraph 3(a), (1), (4), or (5), must first 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. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(c) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) 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 recording of Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including all appeals and petitions, all originals and reproductions of any 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 counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed upon written request of the producing party. If materials are destroyed rather than returned to the producing party, a written statement to that effect by counsel of record for the receiving party shall be provided to the producing party. A limited exception to the provisions of this Section is recognized for the FPSC wherein the FPSC shall be allowed to retain, under seal, one copy of all Confidential Information for purposes of preserving the official record of the Commission. Further, all FPSC staff notes or work product shall be accumulated and kept under seal with all other confidential information which compiles the official record of the FPSC.

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

5. *Confidential Information in Depositions.* In the event that depositions are to be taken in This Proceeding:

(a) A deponent may, during the deposition, be shown and examined about Confidential Information if the deponent already knows the Confidential Information contained therein or if the provisions of paragraph 3 above are complied with.

(b) Parties (and deponents) may, within fifteen (15) days after receiving a depositions transcript, designate pages of the transcript (and exhibits thereto) as Confidential Information. Confidential Information within the deposition transcript may be designated by marking the portions of the pages that are confidential and marking such pages with the following legend: "Confidential - Subject To Protective Agreement in Docket No. 050257-TL before the Florida Public Service Commission." Until expiration of the 15-day period, the entire deposition will be treated as Confidential Information subject to protection against disclosure under this Protective Agreement. If no party or deponent timely designates Confidential Information in a deposition, then none of the transcript or its exhibits shall be filed (to the extent such filing may be required) under seal separately from the portions and exhibits not so marked.

6. *Confidential Information Offered in Evidence or Filed in the Record.* Subject to the FPSC's rules and applicable state statutes, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the FPSC (or to an arbitrator appointed by the FPSC) in this Proceeding, provided that the proponent does so in the manner set forth in this Protective Agreement and provides reasonable advance written notice of the party's intent to do so. Pursuant to this Agreement, any party may move before the FPSC (or a presiding officer of the FPSC, or an arbitrator appointed by the FPSC) for any order that the evidence being received shall only be accessible to those having access thereto under the Protective Agreement or in camera or under other conditions to prevent unnecessary disclosure. The FPSC, presiding officer, or arbitrator will then determine whether the proffered evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded such information at any hearing or other proceeding.

7. *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 two (2) business days) notify the party (or other person who designated the document 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. *Filing.* Confidential Information need not be filed with the FPSC except when required in connection with motions under the FPSC's rules and regulations or other matters pending before the FPSC or an arbitrator appointed by the FPSC. If filed, such information shall be filed under seal and shall remain sealed while in the office as the FPSC may designate so long as they retain their status as Confidential Information.

9. *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.

10. *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.

11. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

12. *Modification Permitted.* Nothing in this Protective Agreement shall prevent any party from objecting to discovery that it believes to be otherwise improper.

13. *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.

14. *Definition of "This Proceeding".* For the purposes of this Protective Agreement, the phrase "This Proceeding" shall only include FPSC Docket No. 050257-TL and any appeals thereof.

15. *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 to 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.

Dated: \_\_\_\_\_, 2004

MIAMI DADE COUNTY

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE**

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

I certify my understanding that Confidential Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Florida Public Service Commission Docket No. 050257-TL, 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 the proceedings in Docket No. 050257-TL.

Signature: \_\_\_\_\_

**DOCKET**

Date of Execution: \_\_\_\_\_  
(Type or Print below)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Requesting Party: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

\_\_\_\_\_  
(NOTARY PUBLIC) (SEAL)

#

TRANSMISSION VERIFICATION REPORT

TIME : 07/12/2006 15:43  
NAME : LASH & GOLDBERG  
FAX : 3053474050  
TEL : 3053474040  
SER.# : BROK3J756729

DATE, TIME	07/12 15:42
FAX NO./NAME	93053755611
DURATION	00:01:18
PAGE(S)	09
RESULT	OK
MODE	STANDARD ECM



**LASH & GOLDBERG LLP**  
ATTORNEYS AT LAW

BANK OF AMERICA TOWER  
100 S.E. 2<sup>ND</sup> STREET, SUITE 1200  
MIAMI, FLORIDA 33131  
TEL. (305) 347-4040  
FAX: (305) 347-4050

**FACSIMILE TRANSMISSION SHEET**

Date: July 12, 2006

To: David S. Hope, Assistant County Attorney                      Fax No. 305/375.5611  
Firm: Miami-Dade County Attorneys Office  
Represents: Miami-Dade County

From: Lawrence B. Lambert, Esq.

Represents: BellSouth Telecommunications, Inc.

Client/Matter No. 67803.006

Pages: 9, Including Cover Sheet

Re: In re: Complaint of BellSouth Telecommunications, Inc. Against  
Miami-Dade County; Docket No: 050257-TL

Facsimile Only - Original will not follow

Original/Hard Copy will follow via:

- X ***Regular Mail***  
 Overnight Delivery  
 Hand Delivery  
 Other

If You Do Not Receive All Pages, Please Call (305) 347-4040

**Confidentiality Note**

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address above via the United States Postal Service. We will reimburse any costs you incur in notifying us and returning the message to us. Thank you.





COUNTY ATTORNEY  
MIAMI-DADE COUNTY, FLORIDA

FILE COPY

111 N.W. 1 ST., SUITE 2810  
MIAMI, FLORIDA 33128-1993  
TEL (305) 375-5151  
FAX (305) 375-5634

July 17, 2006

VIA FACSIMILE and MAIL

Martin B. Goldberg, Esq.  
Lawrence Lambert, Esq.  
Lash & Goldberg LLP  
NationsBank Tower, Suite 1200  
100 Southeast 2nd Street  
Miami, Florida 33131-2158

**Re: Response to July 12, 2006 letter**

Dear Marty and Lawrence

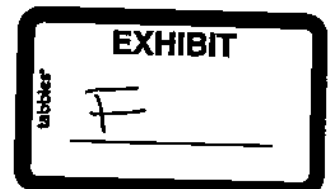
Miami-Dade County (the "County") is in receipt of your correspondence dated July 12, 2006, and does not agree to enter into the proposed protective agreement.

Thank you for your patience in this matter.

Cordially,

David Stephen Hope  
Assistant County Attorney

cc: Jean L. Kiddoo

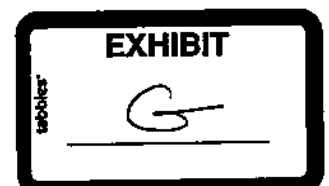




ATTACHMENT B

TENTATIVE ISSUES

1. Is Miami-Dade County operating as a telecommunications company at any County-owned airports?
2. If Miami-Dade County is operating as a telecommunications company, is it subject to the jurisdiction of the Commission?
3. Is Miami-Dade County's operation and provision of shared tenant services at Miami International Airport by the Miami-Dade Aviation Department exempt from the STS rules pursuant to applicable Florida Statutes and Commission rules?
4. If no, should the Commission require Miami-Dade County obtain a certificate of public convenience and necessity as an STS provider?





Liebman, Sharon

---

From: RMoses@PSC.STATE.FL.US  
To: mjenkins@miami-airport.com  
Subject: Certification Issues

I have been informed that the Miami Airport may be providing telephone service beyond its current authority. Pursuant to Rule 25-24.580, Florida Administrative Code, an airport is exempt from the certification requirements of this commission as long as it is only providing telephone service necessary to ensure the safe and efficient transportation of passengers and freight through the airport facility.

Therefore, any services provided to entities such as concession stands, restaurants, or hotels would be outside of the exemption and certification would be required before telephone service can be provided.

Please respond with a list of entities served by the Miami Airport by March 10, 2003. If you have questions, please contact me at 850/413-6583. Thank you.

BST1505

1



EX 7

PSC 1029

Liebman, Sharon

---

From: RMoses@PSC STATE FL US  
To: Tubaugh, Wayne  
Subject: FW: Mia STS List



SATS Customer List.xls

FYI

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

From: Pedro Garcia [mailto:FJGarcia@miami-airport.com]  
Sent: Monday, March 17, 2003 5:18 PM  
To: rmoses@psc.state.fl.us  
Cc: Maurice Jenkins; Maria Perez; Anthony Brown  
Subject: MIA STS List

Mr. Moses,

Attached is the list that you requested.

<SATS Customer List.xls>

Pedro J. Garcia  
Chief, Telecommunications  
Miami-Dade Aviation Department  
Phone: 305 876-7523  
Fax: 305 869-1413

> The Miami-Dade County Aviation Department is a public agency subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our server and kept as a public record.

<  
<  
<

BST1506



SATS CUSTOMER LIST AS OF 2/03

AIRLINES                      GOVERNMENT AGENCIES                      CONCESSIONS/OTHERS                      MANAGEMENT COMPANIES

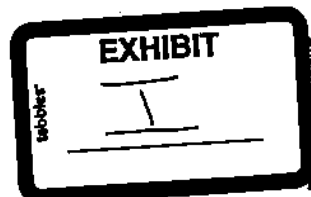
ACES GROUP	CENTER FOR DISEASE CONTROL	ADT	AIRPORT PARKING ASSOCIATES (MEYERS)
AEROMÉXICO	TRI-COUNTY COMMUTER RAIL	ASI BAGGAGE	AVIATION CLUB B
AEROPOSTAL	US CUSTOMS	ASIG, MIAMI INC	AVIATION CLUB F
AIR FRANCE	USDA, APHIS	AT&T WIRELESS	CLUB AMERICA TWOV
AIR JAMAICA		CAFE VERSAILLES	MIAMI INTERNATIONAL AIRPORT HOTEL
AIR TRAN		CARRIES ICE CREAM	N&KI ENTERPRISES
ALASKAN AIRLINES		COMMUNTEL	NFL MANAGEMENT
AMERICAN AIRLINES		DATO ELECTRIC	QUALITY AIRCRAFT (SKYCAPS)
ASERCA AIRLINES		GLOBAL MIAMI JOINT VENTURE	SHUTTLE SERVICES
ATLAS AIR		GUAYA & JAVA	SIRGANY CENTURY
AVIANCA		HMS HOST	TERMINAL REXALL
BRITISH AIRWAYS		INTERMEDIA COMMUNICATIONS	TOP OF THE PORT
COMMODORE AVIATION		MATRIX SYSTEMS	UNICO
CONTINENTAL AIRLINES		MIAMI DUTY FREE	VISTA BLDG MANAGEMENT
COPA		SIRGANY BENCOMO	
CYBER EXPRESS		SITA	
DUTCH CARIBBEAN AIRLINES		SMARTE CARTE	
EVERGREEN AVIATION		UNDERGROUND CONSTRUCTION	
FLAGSHIP AIRLINES		WORLDWIDE CONCESSIONS	
GULFSTREAM AIRLINES		WORLDWIDE FLIGHT SERVICES	
LAN CHILE			
MARTIN AIR			
MEXICANA			
POLAR AIR CARGO			
SWISS AIR			
TACA INTL			
TAMPA AIRLINES			
UNITED AIRLINES			
VARIG			
VIRGIN ATLANTIC			

BST1507



Exhibit 6  
SATS Airport Rental and CUTE Agreements

11-01-22-07	Airtele Customers (Excluding MDAD)	Customer Number
1	Abatis International	10391420
2	Aces - CUTE & Voice	10338645
3	ADT Securities	10505587
4	AeroMexico	10505587
5	Aeropostal - CUTE & Voice	10427644
6	Air France - CUTE	10450333
7	Air Jamaica	10518850
8	Air Tran Airways	10354515
9	American Airlines - CUTE & Voice	10363503
10	AST Baggage	10381495
11	ASIG Miami, Inc.	10377170
12	Aserca Airlines	10519350
13	Atlas Air	10337970
14	AT&T	10344625
15	Avianca - CUTE & Voice	10484752
16	British Airways - CUTE & Voice	10408278
17	Cafe Versailles	10339696
18	Carrie Ice Cream Shop	10351653
19	Centers for Disease Control	10356494
20	Cirilo Rodriguez d/b/a Bright Additions	10363032
21	Commodore Aviation	10415024
22	Communitel	10404505
23	Continental Airlines	10421360
24	Copa - CUTE	10494895
25	Cyber Express	10464227
26	Evergreen International	10338837
27	Flagship (American Eagle)	10338283
28	Gray Construction	10497202
29	Gulfstream Airlines	10341784
30	Host Marriott	10406827
31	ICI	10422707
32	Lan Chile - CUTE	10377882
33	Martin Air - CUTE & Voice	10411203
34	Mexicana	10505015
35	Miami Airport Duty Free Joint Venture	10396900
36	Midway Airlines	10506157
37	National Airlines	10477140
38	Polar Air	10345522
39	Sirgany Bencomo	10407537
40	Sila Communications	10459735
41	Smarte Care	10428523
42	Swiss Air	10462868
43	Taca International	10518491
44	Underground Construction	10514494
45	United Airlines	10342394
46	USDA - Cargo	10344972
47	USDA - Network	10427656
48	USDA - Terminal	10370069
49	USDA - Operations	10517502
50	USDA - Bldg. 100	10518439
51	USDA - Bldg. 701	10518440
52	Vaig Brazil - CUTE	10467672
53	Virgin Atlantic - CUTE	10467591
54	Worldwide Concessions	10518818
55	Worldwide Flight Services	10464296
	Expected New Contracts	-
	Global Concessions	TBD





IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 02-28688 CA (03)

BELLSOUTH  
TELECOMMUNICATIONS, INC.,  
a foreign corporation,

Plaintiff,

v.

MIAMI-DADE COUNTY, a political  
Subdivision of the State of Florida,

Defendant.

**ORDER DENYING DEFENDANT'S MOTION FOR PROTECTIVE ORDER  
AND ORDER COMPELLING RETURN OF CONFIDENTIAL DOCUMENTS**

**THIS MATTER** having come before this Court on April 6, 2005, at 1:30 p.m. upon Defendant's Motion for Protective Order and Order Compelling Return of Confidential Documents, and the Court having reviewed the Motion and BellSouth's written response and examined the documents at issue, heard argument of counsel, and being otherwise duly advised in the premises, hereby

**ORDERS** and **ADJUDGES** that Defendant's Motion for Protective Order and Order Compelling Return of Confidential Documents is hereby denied.

**DONE** and **ORDERED** in Chambers in Miami-Dade County, Florida, this \_\_\_\_\_ day of April, 2005.

APR 11 2005

APR 11 2005

Copies furnished to:  
Counsel of record

Judge \_\_\_\_\_

Circuit Court Judge

