



# Public Service Commission

**-M-E-M-O-R-A-N-D-U-M-  
RECEIVED**

**DATE:** February 5, 1998

FEB 05 1998

**TO:** BLANCA BAYO, DIRECTOR OF RECORDS AND REPORTING

4.5

**FROM:** DIANA W. CALDWELL, DIVISION OF APPEALS

FPSC - Records/Reporting

**RE:** DOCKET NO. 970882-TI

98-0237-PCO-TI

**FILE NAMES:** ~~XXXXXXXXXX~~  
AMD0882.MRD

Attached are two orders to be issued as soon as possible.

DWC  
Attachment

cc: Wanda Terrell

# MUST GO TODAY

See 1

Attachment Not online

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Proposed Rule 25-24.845,  
F.A.C., Customer Relations;  
Rules Incorporated and Proposed  
Amendments to Rule 25-4.003,  
F.A.C., Definitions; Rule 25-  
4.110, F.A.C., Customer Billing;  
Rule 25-4.118, F.A.C.,  
Interexchange Carrier Selection;  
Rule 25-24.490, F.A.C., Customer  
Relations; Rules Incorporated.

DOCKET NO. 970882-TI  
ORDER NO. PSC-98-0237-PCO-TI  
ISSUED: February 6, 1998

ORDER GRANTING ATTORNEY GENERAL  
ROBERT A BUTTERWORTH'S PETITION  
TO INSPECT AND EXAMINE RECORDS OF  
SPRINT COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

The Attorney General's Petition for Access to documents of Sprint Communications Company Limited Partnership (Sprint) was heard by the Prehearing Officer on January 23, 1998. at the Prehearing Conference, and upon consideration of the relief requested and the agreement of the parties I find that the motion should be granted. It is therefore,

ORDERED that the Attorney General' Petition for Access to Documents of Sprint which have been produced to the Office of Public Counsel (Public Counsel) pursuant to subpoena and subject to Sprint's request for temporary protective order is granted. It is further

ORDERED that the Attorney General shall be permitted access to the subject documents in accordance with the terms, conditions, and restrictions set forth with particularity in the proposed protective agreement attached as Exhibit A to the Attorney General's Petition for Access to documents and which is incorporated by reference and attached to this order.

DOCUMENT NUMBER-DATE

01923 FEB-68

FPSC RECORDS/REPORTING

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By ORDER of Commissioner Julia L. Johnson, as Prehearing Officer this 6th day of February, 1998.



JULIA L. JOHNSON, Commissioner  
and Prehearing Officer

(S E A L)

DWC

**NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW**

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance

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of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Florida, by and through the Office of Public Counsel, for initiation of formal proceedings pursuant to Section 120.57(1), Florida Statutes, to investigate the practice of "slamming," i.e., the unauthorized change of a customer's presubscribed carrier, and to determine the appropriate remedial measures.

Docket No. 970882-TI

**PROTECTIVE AGREEMENT**

This agreement is entered into by and between Sprint Communications Company Limited Partnership (Sprint) and Robert A. Butterworth, Attorney General (Attorney General), as represented by their respective counsel.

WHEREAS, as part of the discovery in this docket, Sprint has produced certain documents to the Office of Public Counsel, subject to Sprint's request for temporary protective order and pursuant to Public Service Commission (Commission) Rule 25-22.006, Florida Administrative Code; and

WHEREAS, the Attorney General, as part of its discovery efforts in this docket, wishes to review and inspect the documents produced by Sprint as described above; and

WHEREAS, the Attorney General acknowledges that the documents produced by Sprint are confidential as provided in Commission Rule 25-22.006 and contain confidential information, and agrees to maintain such confidentiality; and

WHEREAS, in order to provide the Attorney General reasonable access to the documents produced by Sprint without unduly risking public disclosure of the confidential information

contained in said documents, (a) Sprint has agreed to permit the Attorney General to review and inspect the confidential documents in preparation for hearing in this docket, and (b) the Attorney General has agreed to accept the confidential information contained in the subject documents for the purposes set forth herein and subject to the conditions of this agreement, the undersigned hereby agree as follows:

1. The Attorney General may review and inspect the confidential documents at the Office of Public Counsel.

2. The inspection shall be permitted only for purposes in connection with this docket and for no other purpose, and shall be limited to the undersigned Assistant Attorney General who has also executed the non-disclosure agreement attached as Exhibit A hereto, acting on behalf of the Attorney General, and those to whom disclosure is in the furtherance of the rendition of legal services to the Attorney General (e.g., other attorneys working on the case, experts, law clerks, paralegals, and support staff).

3. The confidential information contained in the documents shall not be disclosed to any person, except as provided in paragraph 3. above; (2) will not be used for any purpose not directly related to this docket; (3) will be treated as confidential; and (4) will not be disclosed publicly. Protected confidential information shall deemed to include additional copies of, and notes and confidential information derived from, confidential information furnished subject to the terms of this agreement.

4. If the Attorney General desires to use, in the course of this proceeding, any of the confidential information described above, in testimony filed by the Attorney General, or in direct or cross-examination of any witness, in rebuttal or a proffer of evidence, the Attorney General

shall notify Sprint at least seven (7) days business days in advance of the proposed use and will meet with representatives of Sprint for the purpose of attempting in good faith to establish a procedure that will accommodate the needs of the Attorney General for obtaining evidence without risking public disclosure of the confidential information. If the Attorney General and Sprint are unable to reach agreement on a means of preventing public disclosure of the confidential information, the Attorney General and Sprint will submit the issues to the Commission for resolution before the Attorney General attempts to make public use of the information.

5. Each of the parties to this agreement shall act in good faith; neither will do anything to deprive the other party of the benefit of this agreement. In case of any disagreement between the parties to this agreement as to the meaning or application of this agreement or whether either party has complied with it, the parties shall submit the matter, initially to the Commission for resolution. Nothing in this agreement shall constitute a waiver by either party of any right it may have regarding any controversy over the confidentiality of the subject information to appeal any decision of the Commission or institute an original proceeding in any court of competent jurisdiction. Nothing in this agreement shall constitute a waiver of any claim Sprint may have as to the confidentiality of any information provided to the Attorney General, nor shall the Attorney General's execution of this agreement be construed as an admission that the requested information in fact contains confidential information. In the event the Commission shall rule that any of the confidential information should be removed from the restrictions imposed by this agreement, the confidential information shall nonetheless be subject to the protection afforded by this agreement for ten (10) business days from the date of issuance of such decision by the

Commission. The provisions of this paragraph are entered to enable Sprint to seek a stay or other relief from an order removing the restriction of this agreement from material claimed by Sprint to be confidential.

6. This agreement shall be binding upon the parties to this agreement from the date of its execution. Each executed copy of this agreement shall be deemed an original.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

**SPRINT COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP.**

**ROBERT A. BUTTERWORTH  
Attorney General**

By: \_\_\_\_\_  
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By: \_\_\_\_\_  
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