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July 10, 1996

FILE COPY

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Comprehensive Review of Revenue Requirements
and Rate Stabilization Plan of Southern
Bell Telephone & Telegraph Company
Docket No. 920260-TL

Dear Ms. Bayo:

Enclosed for filing in the above-styled docket are the original and fifteen (15) copies of BellSouth Corporation's Motion for Temporary Protective Order.

We are also submitting the Motion on a 3.5" high-density diskette generated on a DOS computer in WordPerfect 5.1 format.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

- ACK
- AFA
- APP
- CAF
- CMU Norton
- CTR Enclosures
- EAG cc: All parties of record
- LEG 1 pld\920260.byo
- LIN 5
- OPC
- RCH
- SEN
- V.S.
- TO



DOCUMENT NUMBER-DATE
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Comprehensive Review of the Revenue) Docket No. 920260-TL
Requirements and Rate Stabilization) Filed: July 10, 1996
Plan of Southern Bell Telephone)
& Telegraph Company)
_____)

MOTION FOR TEMPORARY PROTECTIVE ORDER

BellSouth Corporation ("BSC" or the "Company"), a non-party to this docket, pursuant to Section 364.183(1) and (2), Florida Statutes, and Rule 25-22.006(5)(c), Florida Administrative Code, moves this Commission for a Temporary Protective Order in this docket, and as grounds therefor states:

1. As part of the post-settlement (1995 Earnings) activity in this docket, the Office of Public Counsel ("Public Counsel") has served its First Set of Interrogatories ("First Set") and First Request for Production of Documents ("First POD") on BSC's local exchange company subsidiary, BellSouth Telecommunications, Inc. ("BST") and BSC. Some of the interrogatories seek the production of documents as well as the answer to questions.

2. In certain cases, BST does not have custody and control of the documents requested or information sufficient to answer the interrogatories. As a matter of comity, and in an effort to cooperate with Public Counsel, BSC will respond on behalf of BST only to those portions of the First Set and First POD that BST cannot provide or answer due to its lack of custody or control of

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FPSC-REGISTRATION/REPORTING

the relevant documentation¹. However, BSC has advised Public Counsel that certain of the answers and documents contain what BSC believes is "proprietary confidential business information" within the meaning of Section 364.183, Florida Statutes.

3. The materials and information which may be responsive to Public Counsel's First Set and First POD are voluminous. Interspersed among the materials and documents is information which the Company claims is "proprietary confidential business information" within the meaning of Section 364.183, Florida Statutes, and is of a type this Commission has found in past dockets to be confidential. Likewise, there is other information for which confidentiality is needed in this docket. This includes materials and documents in the following categories:

A. Financial information and data of non-regulated business and non-regulated segments of regulated businesses including, but not limited to, invoices, vouchers, expenditure reports and details, ledgers, transaction and other journals, trial balances, budgets, forecasts, financial statements and financial reports and analyses.

B. Information regarding donations, corporate sponsorships and promotional activities of BSC.

¹Specifically, as a matter of comity, and consistent with the procedures used during the review of BST's 1994 earnings, BSC will be providing information responsive to Interrogatory Numbers 19, 21A, 42 and 42A, and individual RFP numbers 2, 3, 4, 5, 8, 23, 24, 32 and 37. This motion covers the information to be provided by BSC for these requests. BSC will provide this information in accordance with the procedures set forth below at a time and place mutually agreeable to BSC and Public Counsel.

C. Information regarding legal, lobbying, consulting and other professional fees and expenditures.

D. Procurement information, including, but not limited to, the prices, terms and conditions associated with goods and services purchased by BSC, the disclosure of which may make it difficult for BSC to procure goods and services in the future on favorable terms.

E. Audit reports, audit workpapers and supporting documents for both internal and outside auditors.

F. Tax returns and supporting documentation.

G. Other similar information.

4. For the purposes of this motion, BSC, a non-party to this docket which neither conducts nor transacts business in Florida, believes that it is an "other person" within the meaning of Section 364.183(1) and (2), Florida Statutes, and files this motion and responds to the First Set and First POD on that basis. BSC further believes that the documents and information in the categories described above are within the scope of Section 364.183, Florida Statutes, and must be afforded protection as "proprietary confidential business information" as provided in that section.

5. Public Counsel has indicated its desire to have certain of the materials and information it has designated made available so that it may more closely review certain materials and information provided over a longer period of time and to be provided with copies of certain documents for review to its consultants.

6. One objective of this review would be to reduce the volume of materials and information actually taken by Public Counsel and, ultimately, the volume of proprietary confidential materials and information that will be needed as evidence or supporting documentation in this docket. This review, in the Company's opinion, has the potential to significantly reduce the volume of material and information for which final proprietary confidential treatment must eventually be requested.

7. By this Motion, BSC requests that the materials and information identified as confidential and made available for inspection by Public Counsel in response to Public Counsel's First Set and First POD be granted the protection of an Interim Protective Order as provided for by Rule 25-22.006(5)(c), Florida Administrative Code. An Interim Protective Order will temporarily exempt the confidential documents from the disclosure requirements of the Public Records Act and protect the materials and information from public disclosure until Public Counsel, his employees, agents, consultants, expert witnesses and others acting on his behalf complete Public Counsel's review of the materials and information.

8. Production Procedures. For purposes of this motion and the resulting Temporary Protective Order, the following production procedures shall apply:

a. Before producing documents to Public Counsel, BSC will segregate documents with a colorable claim of confidentiality from those which do not have a colorable claim of confidentiality.

b. Documents with a colorable claim of confidentiality shall be made available to Public Counsel at the offices of BSC in Atlanta, Georgia, or at some other mutually agreeable location, at a time which is mutually convenient to Public Counsel and BSC.

9. Review Procedures. For purposes of this motion and the resulting Temporary Protective Order, the following review procedures shall apply:

A. Public Counsel's attorneys, employees, agents, consultants, expert witnesses and other persons acting on behalf of Public Counsel may review all documents or answers stamped confidential. Such persons shall not disclose the contents of any document stamped confidential to anyone other than Public Counsel's attorneys, employees, agents, expert witnesses and other persons acting on behalf of Public Counsel without the prior written consent of BSC. In addition, such persons may designate for copying and possession: (1) the BST portions of documents containing BST affecting information (with the non-BST information redacted) and (2) all of documents containing only BST information. Such copies of documents will be delivered to counsel for Public Counsel in boxes or envelopes clearly marked "confidential."

B. While documents stamped "confidential" are being reviewed by Public Counsel, his attorneys, employees, agents, expert witnesses, consultants, and other persons acting on his behalf, such persons shall individually and collectively

implement procedures that are adequate to ensure that documents stamped confidential shall not be disclosed to the public. Before anyone other than an employee of Public Counsel reviews confidential documents or information, counsel for BSC shall be so advised in writing and such non-employee person shall sign (1) a written acknowledgment that he or she has read this motion and agrees to abide by the procedures outlined herein and (2) a standard non-disclosure agreement substantially in the form contained in Exhibit "B." The acknowledgement shall be in the form attached to this motion as Exhibit "A."

10. Post-review Procedures. Once Public Counsel's review is completed, Public Counsel will notify the Company of the materials and information he intends to use in this docket, and the Company, in accordance with Rule 25-22.006(5)(a), will, within a reasonable time, request proprietary confidential treatment of those portions of the materials and information which are, in its opinion, entitled to such treatment. Public Counsel's notice of intent to use confidential documents in this docket shall be given to BSC within a reasonable time before the date Public Counsel intends to use the confidential information. The remainder of any materials and information which Public Counsel has taken possession of pursuant to the Interim Protective Order will be returned to the Company by Public Counsel pursuant to Rule 25.22.006(5)(c).

11. BSC anticipates that the procedures outlined in this motion will greatly reduce the volume of materials for which

proprietary confidential treatment must ultimately be sought. The alternative to this approach entails lengthy, but ultimately needless, review by the parties and by the Commission of materials which Public Counsel does not find necessary for its purposes in this docket.

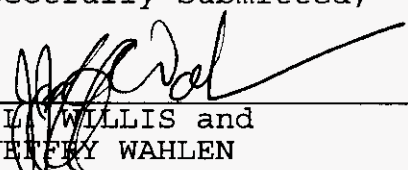
12. Nothing in this Motion is intended to, nor shall it create a precedent as to the jurisdiction of the FPSC over BSC or the confidentiality of any of the material sought to be protected, nor is it intended to preclude any party from challenging BSC's claim of proprietary confidential treatment for any material or information when the Company files its final Request for Confidential Classification. This motion is being filed as a matter of comity and in an effort to cooperate with Public Counsel and by so doing BSC does not admit or submit or intend to waive any rights it might have to object to the jurisdiction of the FPSC, the Office of Public Counsel or the State of Florida.

13. The undersigned has consulted with counsel for the Office of Public Counsel and is authorized to represent that the Office of Public Counsel does not object to the entry of the temporary protective order requested by this motion and agrees that neither the filing of this motion, the Commission's action on this motion, nor the production of documents and information produced as a matter of comity by BSC shall in any way affect the Commission's jurisdiction over BSC, and further agrees that there is no need for the Commission to reach any jurisdictional questions involving BSC when considering and granting this motion.

WHEREFORE, BellSouth Corporation moves for a Temporary Protective Order covering materials produced by BSC in response to Citizens' First Set of Interrogatories and First Request for Production of Documents in the 1995 Earnings portion of this docket.

DATED this 10th day of July, 1996.

Respectfully Submitted,



LEE L. WILLIS and
J. JEFFRY WAHLEN
Macfarlane Ausley Ferguson & McMullen
P. O. Box 391
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(904) 224-9115
ATTORNEYS FOR BELLSOUTH
CORPORATION

Exhibit "A"

NON-DISCLOSURE AGREEMENT

The undersigned hereby certifies that prior to the disclosure to him or her of certain information and documents belonging to or in the possession of, or made available through the offices of BellSouth Corporation ("BSC"), which are considered by BSC, or the owner of such information or documents, to be of a trade secret, privileged or confidential nature, they have read BSC's Motion for Temporary Protective Order, dated July 10, 1996, and agree to be bound by and follow its terms pending action on that motion by the Florida Public Service Commission, and thereafter once the requested Temporary Protective Order has been issued.

CONFIDENTIALITY/PROTECTIVE AGREEMENT

THIS AGREEMENT is entered into by and among BellSouth Corporation (hereinafter "BellSouth" or "BSC") Larkin and Associates, Ltd., (hereinafter "Larkin") and/or the Mississippi Public Utilities Staff (hereinafter "Staff") and, in their individual and collective capacities, any and all signatories to this Agreement;

WHEREAS, the Staff has retained Larkin as its consultant to study data submitted by BSC pursuant to the Staff's investigation into BSC's rates and charges and to possibly provide testimony in support of the position of the Staff in any Commission proceeding related to this investigation;

WHEREAS, it is anticipated that Larkin and the Staff will seek access to information, documents, and studies from BSC that contain confidential commercial or financial information and/or information in the nature of a trade secret;

WHEREAS, BSC objects to the production of the aforesaid information to Larkin and the Staff, in part, because it claims that the information contains confidential commercial or financial information and/or information in the nature of a trade secret;

WHEREAS, Larkin and the Staff desire that they have access to the aforementioned information; and

WHEREAS BSC is willing to allow Larkin (and/or its designated representatives) and the Staff access to certain of the requested information claimed to be proprietary under the terms and conditions hereinafter specified and Larkin (and/or its designated representatives) and the Staff are willing to accept access under such terms and conditions;

NOW, THEREFORE, the parties subscribing hereto agree as follows:

1. All access, review, use, and disclosure of any correspondence, documents, data, studies, methodologies, or other information or materials claimed by BSC to be confidential commercial or financial information or in the nature of a trade secret (hereinafter referred to as "Confidential Information") shall be governed solely by the terms of this Agreement;
2. Larkin and the Staff understand that BSC has maintained and continues to maintain that it is a separate and distinct legal entity from BellSouth Telecommunications, Inc., d/b/a South Central Bell Telephone Company.
3. Larkin and the Staff understand that BSC is entering into this Agreement, as a matter of comity, and in an effort to cooperate with the Staff and Larkin and that BSC does not admit nor submit to the jurisdiction of the Mississippi Public Service Commission, the Mississippi Public Utilities Staff or the State of Mississippi.
4. Larkin and the Staff understand and agree that BSC is supplying the requested documents and entering into this Agreement as part of an informal investigation by the Mississippi Public Utilities Staff and that this is not part of any formal investigation as that term is defined by Title 77 of the Mississippi Code of 1972 and the Public Utility Rules of Practice and Procedure.
5. That upon execution and receipt of the agreement, BSC will make available for inspection applicable Confidential Information to Larkin and/or the Staff and their designated representatives or consultants who are signatories to this Agreement;
6. That all documents provided to the Staff by BSC at any time, or by others on behalf of

Exhibit "B"

BSC, which are designated as being proprietary, and to which the Staff may provide Larkin access, come within, and are subject to this Protective Agreement;

7. That all claimed Confidential Information shall be specifically marked as proprietary or confidential;

8. That access to such Confidential Information shall be limited to representatives of Larkin and/or the Staff who have executed this Agreement;

9. That Larkin and/or its designated representatives or consultants, and/or the Staff who are signatories hereto, hereby agree not to disclose publicly or to any individual who is not a signatory hereto, any of the claimed Confidential Information so obtained and that they will treat such information as confidential and proprietary and will safeguard such information so as to prevent disclosure to any other person in any forum in this or any other jurisdiction. It is expressly agreed that under no circumstances will any of the provided information be shown to anyone related to the marketing of services in competition with services of BSC or any of its affiliates or subsidiaries. It is further agreed that only those individuals within the Staff or Larkin and/or retained as expert witnesses directly and specifically involved in this investigation or in any Commission proceeding related to the investigation, who are signatories to this Agreement, will have access to the information requested herein. The information requested herein will be used for no purpose other than for the study of data submitted by BSC and related audit activities pursuant to the investigation. Any notes taken or transcribed from the information provided will also be considered proprietary in nature and upon completion of this proceeding, any and all notes taken will be returned to BSC's signatory hereto within ten (10) days of such completion.

10. That Larkin and/or the Staff will give BSC at least 10 business days' notice of its desire to disclose, in the course of any proceeding related to this matter, any information obtained as a result of this examination of the involved proprietary documents, including but not limited to any proffer of evidence. If any such use is planned, the affected parties will meet for purposes of attempting, in good faith, to establish a procedure which will accommodate the needs of Larkin and/or the Staff while at the same time insuring the nondisclosure of BSC's Confidential Information. This meeting will occur at a mutually agreeable time and place, but no later than five (5) business days after the Staff or Larkin announce their intent to disclose any information which BSC has deemed confidential and proprietary. In the event of a failure to agree, the parties will submit the issue of appropriate protection from disclosure of Confidential Information to a designated neutral third party mutually agreed upon by the parties.;

11. That each party warrants that it will act in good faith and will not do anything to deprive the other party of the benefit of this Agreement and that the parties will submit initially to a designated neutral third party any questions concerning compliance herewith;

12. This Agreement is binding with respect to each signatory on the date of execution hereof, as described below, and each executed copy of the agreement shall be deemed the original by the parties executing same. The representatives designated by Larkin and/or the Staff to inspect the offered documents shall sign this Agreement and, in so doing, shall be bound in their respective individual and representative capacities; and

13. Nothing in this Agreement shall be construed to restrict BSC's or any of its affiliates' right to challenge the admissibility or use in any proceeding of any Confidential Information contained therein on any legitimate ground, including but not limited to, jurisdiction, competence, relevance, materiality, or privilege; nor further may any provision of the agreement be construed to require BSC to make documents available for inspection or to provide copies,

information via data, or verbatim notes, to which BSC otherwise objects at any time.

14. Nothing contained herein shall constitute a waiver of BSC's claim of confidentiality of such Confidential Information, nor require BSC to produce it to any other party.

15. Larkin and/or the Staff reserve the right to contest whether the submitted documents are, in fact, confidential commercial or financial information subject to the provisions of Rule 4D and 4I of the Mississippi Public Service Commission's Public Utilities Rules of Practice and Procedure and Sections 25-61-9, 25-61-11, and 79-23-1 of the Mississippi Code of 1972.

16. The provisions of this Agreement may be enforced by appropriate proceedings before (i) the Chancery court of the First Judicial District of Hinds county (and each person who is bound by the terms hereof hereby agrees that such court shall be deemed to have jurisdiction over the persons to any proceeding brought against such person and consents to such jurisdiction in said court only with respect to this Agreement); (ii) any other court of competent jurisdiction or (iii) by a neutral, arbitrator or mediator mutually selected and agreed upon by the parties. The parties agree that nothing in this Agreement or anything specifically in this paragraph 16 shall be construed to subject BSC to personal jurisdiction of any administrative or judicial body of the State of Mississippi.

Executed this 30 day of May, 1995.

BellSouth Corporation, Inc.

By: _____

Larkin & Associates

By: [Signature]

[Signature]

Mississippi Public Utilities Staff

By: [Signature]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of July, 1996, copies of the foregoing have been furnished by hand delivery to the following:

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