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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Discovery for Study on Fair and Reasonable Rates and on Relationships Among Costs and charges Associated with Certain Telecommunications Services Provided by LEC's, as Required by Chapter 98-277

Docket No. 980733-TL

MOTION OF ATTORNEY GENERAL ROBERT A. BUTTERWORTH TO COMPEL GTE FLORIDA INCORPORATED TO COMPLY WITH PROCEDURAL ORDER, PERMIT THE ATTORNEY GENERAL TO USE CONFIDENTIAL INFORMATION, AND FOR EXPEDITED RULING

Attorney General Robert A. Butterworth files this motion to compel GTE Florida Incorporated (GTE), to comply with the procedural order entered in this docket and provide the Attorney General access and use of confidential information and states:

- 1. GTE Florida Incorporated (GTE) has produced documents in response to the Attorney General's discovery requests, including confidential information.
- 2. GTE has requested confidential classification of the subject information and/or moved for a temporary protective order.
- 3. The Order on Procedure entered in this docket expressly provides that information provided in response to a discovery request for which proprietary confidential classification is requested shall be treated by the Commission and the parties as confidential.

4. Consequently, all of the information in issue is protected from disclosure and the Attorney General is bound by the Order on Procedure and applicable rules and statutes providing confidential status.

5. The Attorney General believes that a written protective agreement is unnecessary under the circumstances to protect GTE's claim of confidentiality. Nevertheless, the Attorney

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 PROC-RECORDS/REPORTING

General entered into a protective agreement with GTE, a copy of which is attached hereto.

6. Special Project 980000A-SP is on a fast track with initial comments due on September 24, 1998 and the the first Workshop scheduled for October 1-2, 1998.

7. Although GTE has entered into the attached Protective Agreement with the Attorney General and has provided the Attorney General access to confidential information, GTE is prohibiting the Attorney General from using the confidential information unless the Attorney General enters into an additional agreement with GTE's third-party vendors.

8. The Attorney General believes that an additional agreement is unnecessary, and the third-party vendor agreement proposed by GTE contains onerous and unreasonable terms and conditions.

9. A Protective Order was issued in favor of GTE on August 20, 1998. The Protective Order, Order on Procedure, and the Protective Agreement already executed provide adequate protection for GTE in connection with the Attorney General's access and use of the subject confidential information.

10. Therefore, the Attorney General requests an order compelling GTE to permit the Attorney General to use the subject confidential information as contemplated in the attache Protective Agreement already executed.

11. The Attorney General requests expedited ruling on this motion, on or before September 7, 1998, if feasible.

12. Further, the Attorney General requests oral argument on this motion.

WHEREFORE, the Attorney General respectfully requests the Prehearing Officer to enter an order compelling GTE to permit the Attorney General to use the confidential information on

the grounds set forth above, for expedited ruling, and oral argument.

Dated this 3rd day of August, 1998.

Respectfully submitted,

ROBERT A. BUTTERWORTH
Attorney General

A handwritten signature in black ink, appearing to read "Michael A. Gross", written over a horizontal line.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by facsimile to those noted (*) and by U.S. Mail this 31st day of August, 1998, to the following:

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MICHAEL A. GROSS
Assistant Attorney General

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Determination of the cost of basic local telecommunications service, pursuant to Section 364.025, Florida Statutes.

Docket No. 980696-TP

In re: Discovery for Study on Fair and Reasonable Rates and on Relationships Among Costs and charges Associated with Certain Telecommunications Services Provided by LEC's, as Required by Chapter 98-277

Docket No. 980733-TL

Fair and Reasonable Residential Basic Local Telecommunications Rates

Special Project No. 980000A-SP

Access by Telecommunications Companies in Multi-Tenant Environments

Special Project No. 980000B-SP

PROTECTIVE AGREEMENT

This agreement is entered into by and between GTE FLORIDA INCORPORATED (GTE) and Robert A. Butterworth, Attorney General (Attorney General), as represented by their respective counsel.

WHEREAS, as part of the discovery in these proceedings, GTE may produce certain documents to the Attorney General, subject to GTE's request for temporary protective order and/or pursuant to a claim of confidentiality under 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 GTE as described above; and

WHEREAS, the Attorney General acknowledges that the documents produced by GTE 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 GTE without unduly risking public disclosure of the confidential information contained in said documents, (a) GTE has agreed to permit the Attorney General to review and inspect the confidential documents in preparation for hearing or workshops in these proceedings, 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.

2. The inspection shall be permitted only for purposes in connection with these proceedings and for no other purpose, and shall be limited to the undersigned Assistant Attorney General, 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 2. above; (2) will not be used for any purpose not directly related to these proceedings; (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 any of the above-captioned proceedings, 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 GTE in accordance with the applicable procedural order or letter relevant to the particular docket or Special Project and will meet with representatives of GTE 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. Likewise, the Attorney General's use of confidential information at the hearings or workshops will be governed by the procedural order or letter applicable to the particular proceeding.

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 GTE 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

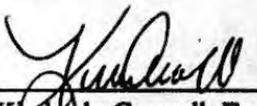
Commission. The provisions of this paragraph are entered to enable GTE to seek a stay or other relief from an order removing the restriction of this agreement from material claimed by GTE to be confidential.

6. In the event the Attorney General wishes to utilize any of the requested information, but because of delays resulting from hearings before the Commission or courts of competent jurisdiction regarding confidential status, is not free to disclose information prior to the determination of the hearing, upon final resolution of the matter by the Commission or courts in favor of the Attorney General, the material in question shall be submitted to the Commission in the form of a late filed exhibit and, subject to the Commission's rules concerning comments on late filed exhibits, shall be incorporated into the record of the hearing as if it had been presented at the hearing, again, in accordance with the procedures the Commission has established for each docket and Special Project covered by this Agreement.

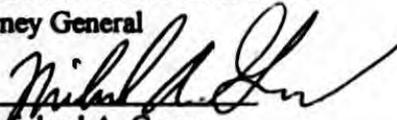
7. This agreement shall be binding upon the parties to this agreement from the date of its execution. This Agreement is not intended to supersede any of the procedural orders or other instructions the Commission has established for each of these proceedings. Each executed copy of this Agreement shall be deemed an original.

EXECUTED this 19th day of August, 1998.

~~FLORIDA INCORPORATED~~
GTE TELECOMMUNICATIONS, INC.

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