

STATE OF FLORIDA
FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

APPLICATION OF)
CHOICE TELCO, LLC FORM FOR AUTHORITY TO PROVIDE)
INTEREXCHANGE TELECOMMUNICATIONS SERVICE BETWEEN)
POINTS WITHIN THE STATE OF FLORIDA)

April 1, 2002

020299-TI

MOTION FOR PROTECTIVE ORDER

Choice Telco, LLC ("Company") respectfully moves the Florida Public Service Commission (the "Department") for an order to protect its Application form for authority to provide interexchange telecommunications service between points within the State of Florida provided to the Department.

In particular, the response to question 23C contains proprietary and confidential information, the disclosure of which could harm the Company and impede its future operations. Accordingly, the Company will suffer irreparable harm and will be substantially prejudiced if its response is not protected by the Department. Because question 23C contains extremely sensitive, confidential and commercially valuable information, the Department should limit access to the fewest number of people possible. Aside from the Department, and any other appropriate governmental agencies, which shall be expressly precluded from disclosing or discussing any confidential information with other third parties, the Company requests that, with few exceptions, no third party be afforded access to any confidential information submitted hereunder. Furthermore, due to the fact that competitors of the Company might be the same parties viewing such

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC _____
- OTH _____

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extremely sensitive information, the Company requests that regarding certain information only specified employees of a party or intervenor having no responsibility for strategic planning, product development, marketing, sales or pricing of products be allowed to view such information, and that such specified employees make a specific commitment not to disclose such information to any person who is not authorized to receive such information in accordance with the protective order.

Additionally, the Company requests as to certain confidential information that the protective order allow the Company the opportunity to prove on a case specific basis that certain information is so confidential and proprietary that access be limited solely to the Department.

For the above reasons, the Company respectfully moves that the Department grant a Protective Order including the terms set forth in the attached proposed Protective Order.

Respectfully submitted,

Choice Telco, LLC

By: 
Dolores Paddock
Regulatory Manager
100 Wells Street
Hartford, CT 06103
(860) 249-2000

CERTIFICATION

This is to certify that as of this date, April 1, 2002, an original and 6 copies of the foregoing have been sent First Class regular mail to Florida Public Service Commission Division of Records & reporting, 2540 Shumard Oak Blvd, Tallahassee, FL 32399-0850, Department of Public Utility Control.



Notary Public

Commission Expires:



DOLORES C. PADDOCK
NOTARY PUBLIC
MY COMMISSION EXPIRES 3/3/07

STATE OF FLORIDA
FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION OF _____)
CHOICE TELCO, LLC FORM FOR AUTHORITY TO PROVIDE)
INTEREXCHANGE TELECOMMUNICATIONS SERVICE BETWEEN)
POINTS WITHIN THE STATE OF FLORIDA)

April 1, 2002

PROTECTIVE ORDER

WHEREAS, Choice Telco, LLC (the "Company") is providing its Application form for authority to provide interexchange telecommunications service between points within the State of Florida to the Florida Public Service Commission (the "Department") and as directed by the Department, to certain governmental agencies and/or specified employees of other parties and intervenors and/or to independent (unaffiliated) representatives of parties and intervenors, which contain data that would result in the disclosure of confidential and proprietary information, and which information the Company contends is extremely sensitive and commercially valuable information ("Confidential Information").

THEREFORE, IT IS HEREBY ORDERED, that the following procedure be adopted for the protection of the information provided by the Company:

1. Any Confidential Information provided by the Company, whether in documentary form or otherwise, identified as the Company's Application, ("Confidential Information") shall be governed by the terms of this Order. This Order is applicable to

all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise.

2. All Confidential Information made available pursuant to this Order shall be limited to the fewest number of people possible on an actual need to know basis and should be given to the Commissioners and staff of the Department, and any other required governmental agencies, upon the execution of a nondisclosure agreement. On occasion, the Company may request that certain Confidential Information be provided only to the Department and will make a separate showing of need for such confidential treatment.

3. Upon determination of the Department, certain Confidential Information shall be provided by the Company to:

(a) the independent (unaffiliated) representative of a party or intervenor upon such independent representative's execution of a nondisclosure agreement and agreement to abide by the terms of this Protective Order, including a commitment from such representative not to disclose such Confidential Information to the client; or

(b) certain specified employees of a party or intervenor having no responsibility for strategic planning, product development, marketing, sales or pricing of products, upon the execution of a nondisclosure agreement and agreement to abide by the terms of this Protective Order, including the commitment not to disclose such Confidential Information to any person who is not authorized to receive such Confidential Information in accordance with this Protective Order.

4. In requesting that certain information be filed under Protective Order, the Company shall state whether it is seeking to have disclosure limited to:

(a) the Department and independent (unaffiliated) representatives of parties/intervenors in accordance with section 3(a); or

(b) the Department and representatives of parties/intervenors in accordance with section 3(b).

The Company shall maintain a master list of the information that is being submitted in accordance with each level of protection, and shall provide, upon request, updates of such list to the Department and to all parties and intervenors.

5. The Department and each other recipient ("Authorized Recipient") of Confidential Information under this Protective Order agree to be bound by the terms of this Protective Order and shall not use or disclose the Confidential Information, except for purposes of this proceeding. Upon receipt of any Confidential Information under this Protective Order, the Department and each Authorized Recipient shall maintain a written log of all individuals granted access to said Confidential Information. The Company may request, to review the written log(s) of all individuals granted access to said Confidential Information. All individuals granted access to the Confidential Information shall neither use nor disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding solely as contemplated herein and shall take all reasonable measures to maintain the Confidential Information secure in accordance with this Order.

6. Confidential Information will be marked as such and delivered in a sealed envelope to the Florida Public Service Commission and to each Authorized Recipient of the Confidential Information, and shall be marked "Proprietary and Confidential."

7. Any Confidential Information made available pursuant to this Order shall be part of the record in this proceeding, subject to the terms and conditions set forth in Sections 8 and 9 of this Order.

8. If the Confidential Information is used in any manner in any interrogatory, brief, or any other writing ("Document(s)"), all references to the Confidential Information in the Document(s) shall be either:

(a) in a separate document, marked "Proprietary Information", which shall be maintained in accordance with the Order and distributed only to the Department and each Authorized Recipient of the Confidential Information, or

(b) solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

9. If the Confidential Information is used in any manner in any proceeding or hearing before the Department, such proceeding or hearing shall not be held before, nor any record of it made available, to any party, intervenor, or any other person or entity not affiliated with the Department or Authorized Recipient of such Confidential Information. No record shall be disclosed nor communication made of the Confidential Information at any time to any person or entity, other than the Department or any other person who is not an Authorized Recipient. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

"CONFIDENTIAL AND PROPRIETARY"

This envelope is not to be opened nor the contents thereof to be displayed or revealed except pursuant to the Protective Order issued regarding the "Application of Choice Telco, LLC for authority to provide interexchange telecommunications service between points within the State of Florida."


10. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing or trial. Moreover, nothing herein shall be considered a waiver of any party's right to assert at a later date that the material is or is not proprietary or privileged. Confidential Information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Protective Order.

11. Confidential Information made part of the record in this proceeding shall remain in the possession of the Department. However, all other copies of such Confidential Information shall be returned to the Company ten (10) days after the appeal period has expired with respect to a final decision rendered in this proceeding.

12. All signatories to the nondisclosure agreement agree that money damages are an inadequate remedy for unauthorized disclosure of the Company's Confidential Information and further recognize that such unauthorized disclosure would result in irreparable harm to the Company. The Company shall be entitled to extraordinary remedies for unauthorized disclosure including temporary and/or permanent injunctions, as may be required to enforce the terms and conditions of this Protective Order.

Respectfully submitted,

Choice Telco, LLC

By: 

Dolores Paddock
Regulatory Manager
100 Wells Street
Hartford, CT 06103
(860) 249-2000

FLORIDA PUBLIC SERVICE
COMMISSION

DATED:

By: _____

NONDISCLOSURE AGREEMENT AND AGREEMENT TO BE
BOUND BY THE TERMS OF THE PROTECTIVE ORDER

The undersigned hereby acknowledges review of the Protective Order filed April 1, 2002, Application of Choice Telco, LLC form for authority to provide interexchange telecommunications service between points within the State of Florida, and hereby agrees to abide by the terms thereof in exchange for receipt of the Confidential Information from Choice Telco, LLC.

PARTY/INTERVENOR: _____

Recipient: _____
(Signature)

Print Name: _____

Check appropriate designation:

_____ Counsel _____ Unaffiliated
_____ In-House _____ Unaffiliated _____ Consultant _____ Employee/Staff

