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FILE COPY

J. Phillip Carver  
General Attorney

BellSouth Telecommunications, Inc.  
c/o Nancy H. Sims  
Suite 400  
150 So. Monroe Street  
Tallahassee, Florida 32301  
Telephone: 305 347-5558

August 9, 1996

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Rm. 110  
Tallahassee, FL 32399-0850

RE: Docket 960658-TP  
Joint Complaint against BellSouth,

Dear Mrs. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Joint Complainants' First Request To Produce Documents, which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*J. Phillip Carver (BC)*  
J. Phillip Carver

Enclosures

cc: All Parties of Record  
A. M. Lombardo  
R. G. Beatty  
William J. Ellenberg II

RECEIVED & FILED

*ad*  
FPC-DIVISION OF RECORDS

DOCUMENT NUMBER-DATE

08368 AUG-9 96

FPC-RECORDS/REPORTING

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CERTIFICATE OF SERVICE  
DOCKET NO. 960658-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 9<sup>th</sup> day of August, 1996 to the following:

Noreen Davis, Esq.  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Florida Interexchange Carriers  
Assoc.  
c/o Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter, Reeves, McGlothlin  
Davidson, Rief & Bakas  
117 South Gadsden Street  
Tallahassee, FL 32301

MCI Telecommunications Corp.  
Martha McMillin, Senior Atty.  
780 Johnson Ferry Road  
Suite 700  
Atlanta, GA 30342

Richard D. Melson  
Hopping Boyd Green & Sams  
123 South Calhoun Street  
Tallahassee, FL 32301

AT&T Communications of the  
Southern States, Inc.  
c/o Michael W. Tye  
101 N. Monroe Street  
Suite 700  
Tallahassee, FL 32301

AT&T Communications of the  
Southern States, Inc.  
Robin Dunson  
1200 Peachtree Street, N.E.  
Suite 4038  
Atlanta, GA 30309

AT&T Communications of the  
Southern States, Inc.  
Mark Logan  
Bryant, Miller & Olive  
201 S. Monroe Street  
Suite 500  
Tallahassee, FL 32301

C. Everett Boyd, Jr.  
Ervin, Varn, Jacobs,  
Odom & Ervin  
P.O. Drawer 1170  
Tallahassee, Florida 32302  
Atty. for Sprint

Benjamin W. Fincher  
3100 Cumberland Circle  
Atlanta, Georgia 30339  
Atty. for Sprint

*J. Phillip Carver (b2)*  
J Phillip Carver

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Florida ) Docket No. 960658-TP  
 Interexchange Carriers Association, )  
 MCI Telecommunications Corporation, )  
 and AT&T Communications of the )  
 Southern States, Inc., against )  
 BellSouth Telecommunications, )  
 Inc. ) Filed: August 9, 1996

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
 RESPONSE TO JOINT COMPLAINANTS'  
 FIRST REQUEST TO PRODUCE DOCUMENTS**

BellSouth Telecommunications, Inc., ("BellSouth" or "Company"), pursuant to Rule 25-22.034, Florida Administrative Code, and Rules 1.280 and 1.350, Florida Rules of Civil Procedure, hereby files its response to Joint Complainants' First Request To Produce Documents, dated July 10, 1996, and states the following:

**General Objections**

Certain of the responsive documents contain confidential proprietary information that is protected from public disclosure by law, including, but not limited to, the provisions of Section 364.83, Florida Statutes. BellSouth objects to producing these documents in any manner that would constitute public disclosure of the documents. BellSouth will produce these documents, however, to be reviewed by a limited number of the joint complainants' representatives and attorneys provided that they execute a protective agreement prior to the review of the documents. BellSouth has attached a protective agreement to this response, which may be executed by the parties representatives and attorneys for this purpose.

DOCUMENT NUMBER-DATE  
 08368 AUG-9 8  
 FPSC-RECORDS/REPORTING

SPECIFIC RESPONSES

1. In response to Request No. 1, BellSouth states that a document responsive to this request is protected by the attorney-client and work-product privileges. Specifically, this document is a draft that contains changes and other input by a BellSouth attorney. BellSouth objects to producing this document. BellSouth agrees to produce all other documents responsive to Request No. 1.

2. In response to Requests No. 2 through 10, BellSouth agrees to produce the responsive documents that are in its possession.

3. In response to Requests No. 11 and 12, BellSouth states that it has no responsive documents in its possession.

Respectfully submitted this 9th day of August, 1996.

BELLSOUTH TELECOMMUNICATIONS, INC.

Robert G. Beatty (BL)

ROBERT G. BEATTY  
J. PHILLIP CARVER  
c/o Nancy H. Sims  
150 So. Monroe Street, Rm. 400  
Tallahassee, Florida 32301  
(305) 347-5555

William J. Ellenberg II (BL)

WILLIAM J. ELLENBERG II  
NANCY B. WHITE  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375  
(404) 335-0747

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Florida )  
Interexchange Carriers Association, )  
and AT&T Communications of the ) Docket No. 960658-TP  
Southern States, Inc. against )  
BellSouth Telecommunications, Inc. )  
\_\_\_\_\_ )

PROTECTIVE AGREEMENT

This agreement is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth") and Florida Interexchange Carriers Association ("FIXCA"); AT&T Communications of the Southern States, Inc. ("AT&T"); and MCI Telecommunications Corporation ("MCI") as represented by and through their respective counsel.

WHEREAS, as part of the parties' discovery efforts in pending Florida Public Service Commission Docket 960658-TP which involves the complaint of Florida Interexchange Carriers Association, MCI Telecommunications Corporation, and AT&T Communications of the Southern States, Inc. against BellSouth Telecommunications, Inc., BellSouth will produce certain information pursuant to the discovery requests of FIXCA, AT&T and MCI in this docket which BellSouth deems to be proprietary confidential business information, and

WHEREAS, in order to provide FIXCA, AT&T and MCI reasonable access to the proprietary confidential business information requested without duly risking public disclosure of the proprietary information it contains, (a) BellSouth has agreed to provide FIXCA, AT&T and MCI the requested information to expedite the discovery of information to parties seeking to prepare for

hearing and (b) the parties subscribing to this agreement for FIXCA, AT&T, and MCI as described in numbered paragraphs (2), and (3) of this agreement, both in their individual capacity and in their representative capacity, have agreed to accept such information described above, and subject to the conditions of this agreement, agree to as follows:

1. BellSouth will provide FIXCA, AT&T, and MCI with the previously described proprietary confidential business information at a location convenient to the parties at a mutually acceptable date and time.

2. The requested information shall be limited to representatives of FIXCA, AT&T, and MCI who have executed the agreement described in paragraph (3) of this agreement.

3. The requested information shall not be disclosed to any person who has not signed the non-disclosure agreement on the form which is attached hereto and incorporated herein as Exhibit "A". The non-disclosure agreement (Exhibit "A") requires the person to whom disclosure is made to read a copy of this Protective Agreement and to certify in writing that they have reviewed the same and have consented to be bound by its terms. The Agreement shall contain the signatory's full name, permanent address, employer and the name of the party with whom the signatory is associated. The person executing the non-disclosure agreement shall further certify that he or she is authorized to execute the agreement and that there is no known or suspected legal impediment to maintaining the confidentiality of the

materials furnished under this Protective Agreement. The signed non-disclosure agreement shall be delivered to counsel for BellSouth prior to the disclosure of the information to the signatory.

4. Any information obtained by FIXCA, AT&T, and MCI from its examination of the requested information will be made solely for purposes in connection with the preparation of Docket 960658-TP and for no other purpose.

5. All copies of documents containing the requested information which are provided to FIXCA, AT&T and MCI and any notes made therefore shall be deemed to be held in trust pursuant to this agreement and shall be returned to BellSouth upon the conclusion of this proceeding. Notes taken by FIXCA, AT&T and MCI shall remain in the handwriting of the person who makes it. They shall not be prepared with the intent of formalizing or perpetuating knowledge of the information contained in this document, and they shall not be reproduced by FIXCA, AT&T and MCI in any form.

6. Those persons defined as representatives of FIXCA, AT&T and MCI further agrees that:

a. none other than themselves will review the documents or their notes nor will they disclose any information obtained from examining the documents to any other person in this or any other jurisdiction;

b. none of them will use any information obtained from an examination of the documents for any purpose not directly

relevant to this proceeding;

c. they will treat all information obtained from an examination of the documents as confidential; and

d. they will not disclose any such information publicly.

7. FIXCA, AT&T and MCI agrees that: only representatives who have executed this agreement referred to in paragraph (3) above may review or have access to this requested information; and that in no event shall any such representative of FIXCA, AT&T, and MCI divulge the contents of the requested information to any other person.

8. If FIXCA, AT&T, and MCI desires to use, in the course of this proceeding, any of the requested information in testimony filed by FIXCA, AT&T, and MCI or in direct or cross-examination of any witness, in rebuttal or a proffer of evidence, FIXCA, AT&T, and MCI shall notify BellSouth at least seven (7) business days in advance of the proposed use and will meet with representatives of BellSouth for the purpose of attempting in good faith to establish a procedure that will accommodate the needs of FIXCA, AT&T, and MCI for obtaining evidence without risking public disclosure of the proprietary and confidential information contained in the requested information. If BellSouth and FIXCA, AT&T, and MCI are unable to reach agreement on a means of preventing public disclosure of the proprietary information, BellSouth and FIXCA, AT&T, and MCI will submit the issues to the Florida Public Service Commission (hereinafter "the Commission")



for resolution before BellSouth attempts to make public use of the information.

9. Each of the parties of this agreement shall act in good faith, neither of them 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 on the meaning or application of this agreement or over whether either party has complied with it, the parties shall submit the matter, initially, to the Commission for its determination. Nothing in this agreement shall constitute a waiver by BellSouth of any right it may have to protect the trade secrets or confidential information contained in the requested information by appealing any decision of the Commission or by instituting an original proceeding in any court of competent jurisdiction. Nor shall FIXCA's, AT&T's, and MCI's participation in this agreement be construed as an admission that the requested information in fact contains proprietary information. In the event the Commission shall rule that any of the requested information should be removed from the restrictions imposed by this agreement, no party shall disclose such information or use any such information in the public record for ten (10) business days unless authorized by the providing party to do so. The provisions of this paragraph are entered to enable BellSouth to seek a stay or other relief from an order removing the restriction of this agreement from material claimed by BellSouth to be confidential.

10. In the event FIXCA, AT&T, and MCI 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 FIXCA, AT&T, and MCI 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.

11. This agreement shall be binding on 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 \_\_\_\_\_, 1996.

REPRESENTATIVE OF FLORIDA  
INTEREXCHANGE CARRIERS ASSN.

BY: \_\_\_\_\_  
Vicki Kaufman  
Joseph McGlothlin  
McWhirter, Reeves,  
McGlothlin, Davidson &  
Bakas  
117 S. Gadsden Street  
Tallahassee, FL 32301  
904-222-2525

REPRESENTATIVE OF AT&T  
COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

BY: \_\_\_\_\_  
Robin Dunson  
1200 Peachtree Street  
Promenade I, Room 4038  
Atlanta, GA 30309  
404-810-8689

REPRESENTATIVE OF AT&T  
COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

BY: \_\_\_\_\_  
Mark Logan  
201 S. Monroe Street  
Suite 500  
Tallahassee, FL 32301  
904-222-8611

REPRESENTATIVE OF MCI  
TELECOMMUNICATIONS CORPORATION  
STATES, INC.

BY: \_\_\_\_\_  
Richard Melson  
Hopping Green Sams & Smith  
123 S. Calhoun Street  
Tallahassee, FL 32301  
904-222-7500

REPRESENTATIVE OF MCI  
TELECOMMUNICATIONS CORPORATION  
STATES, INC.

BY: \_\_\_\_\_  
Martha McMillan  
780 Johnson Ferry Road  
Suite 700  
Atlanta, GA 30342  
770-843-6375

BELLSOUTH TELECOMMUNICATIONS  
INC.

BY: \_\_\_\_\_  
Nancy B. White  
William J. Ellenberg II  
Robert G. Beatty  
c/o Nancy Sims  
150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301

Exhibit "A"  
Nondisclosure Agreement

The undersigned hereby certify that prior to the disclosure to them of certain information and documents belonging to, or in the possession of, or made available through the offices of BellSouth which are considered by BellSouth, or the owner of such information or documents, to be a trade secret, or otherwise of a privileged or confidential nature, they have read the Protective Agreement between BellSouth Telecommunications, Inc. and FIXCA, AT&T, and MCI for Docket 960658-TP executed this \_\_\_\_\_ day of \_\_\_\_\_, 1996 and agree to be bound by its terms.

REPRESENTATIVE OF FLORIDA  
INTEREXCHANGE CARRIERS ASSN.

BY: \_\_\_\_\_

REPRESENTATIVE OF AT&T  
COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

BY: \_\_\_\_\_

REPRESENTATIVE OF MCI  
TELECOMMUNICATIONS CORPORATION  
STATES, INC.

BY: \_\_\_\_\_

Exhibit "A"  
Nondisclosure Agreement

The undersigned hereby certify that prior to the disclosure to them of certain information and documents belonging to, or in the possession of, or made available through the offices of BellSouth which are considered by BellSouth, or the owner of such information or documents, to be a trade secret, or otherwise of a privileged or confidential nature, they have read the Protective Agreement between BellSouth Telecommunications, Inc. and FIXCA, AT&T, and MCI for Docket 960658-TP, executed this \_\_\_\_\_ day of \_\_\_\_\_, 1996 and agree to be bound by its terms.

REPRESENTATIVE OF FLORIDA  
INTEREXCHANGE CARRIERS ASSN.

BY: \_\_\_\_\_

REPRESENTATIVE OF AT&T  
COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

BY: \_\_\_\_\_

REPRESENTATIVE OF MCI  
TELECOMMUNICATIONS CORPORATION  
STATES, INC.

BY: \_\_\_\_\_