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ORIGINAL

E. GARY EARLY

May 29, 1998

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

RE: PSC Docket No. 971056-TX

Dear Ms. Bayo:

On behalf of BellSouth BSE, Inc. enclosed for filing in the above referenced docket are the original and fifteen (15) copies of BellSouth BSE, Inc.'s Response to FCCA's Motion to Compel Discovery and Motion For Leave to Supplement the Record and Motion to Extend the Deadline For Briefs with regard to the above referenced docket.

If you have any questions please call me at (850) 222-3471. Thank you.

Sincerely,



E. Gary Early

ACK _____
AFA Diaper
APP _____
CAF _____
CMU EGE/mcd
CTR _____ enclosure(s)
CTR _____ cc: All parties of record
EAG _____
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OPC _____
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EPSC-BUREAU OF RECORDS

FORT LAUDERDALE • MIAMI • ORLANDO • TALLAHASSEE • TAMPA • WEST PALM BEACH

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In Re: Application for certificate to
provide alternative local exchange
telecommunications service by
BellSouth BSE, Inc.

Docket No. 97-1056-TX

Filed: May 29, 1998

**BELLSOUTH BSE, INC.'S RESPONSE TO
FCCA'S MOTION TO COMPEL DISCOVERY AND
MOTION FOR LEAVE TO SUPPLEMENT THE RECORD
AND MOTION TO EXTEND THE DEADLINE FOR BRIEFS**

BellSouth BSE, Inc. (hereinafter "BSE") hereby files this response to the Florida Competitive Carriers Association's (hereinafter "FCCA") motion for an order compelling BellSouth BSE, Inc. to produce certain documents that it believes were improperly withheld from the response to the FCCA's First Request to Produce, Request No. 5; the FCCA's motion to supplement the record; and the FCCA's motion for an extension of time to file the post-hearing briefs in this docket, and states:

BellSouth BSE, Inc.'s Offer to Produce Documents

As set forth herein, BellSouth BSE, Inc. avers that the confidential marketing report prepared by an independent consulting firm for BSE contains no information that is responsive to the FCCA's Request for Production No. 5. However, in an effort to advance the expeditious resolution of this proceeding, BSE is willing to make the document available to counsel for each of the parties to this proceeding on the substantive terms and conditions that have been applied to the production of the marketing report in North Carolina and Louisiana. Attached hereto are executed copies of the Protective Agreements entered in North Carolina and Louisiana. The

North Carolina Order referenced by the FCCA in footnote 1 of its Motion which stated that BSE's conditions "were unduly restrictive" was directed at a request that the production be conducted at BSE's counsel's offices rather than the requesting attorney's offices. BSE has not made such a request in Florida. The order did not find that the Protective Agreement or the attached affidavits were burdensome or unreasonable.

In addition to the foregoing, BSE requests that any order entered by the PSC that allows for the use by Petitioners or Intervenors of any documents derived from the marketing report require that Petitioners and Intervenors identify with specificity any pages that the parties believe to be relevant and intend to file with the PSC for use in their briefs, provide copies of those pages to BSE with an identification of the issue to which they apply with sufficient time to allow BSE to formulate a response in its brief, and allow BSE the fair opportunity to file a supplemental brief or memorandum to rebut any argument based on the marketing report that was not addressed by Petitioners and Intervenors at the hearing in this proceeding. The failure to allow such rebuttal would be fundamentally unfair and prejudicial to the rights of BSE.

If the parties are unwilling to accept these reasonable terms for ensuring the confidentiality of the proprietary marketing report and a reasonable opportunity to address and rebut any argument made by the parties, BellSouth BSE, Inc. withdraws its offer to voluntarily make such documents available and responds to the request for production of documents as follows:

Response to Motion to Compel Discovery

On March 5, 1998, the FCCA served its First Request to Produce Documents on BSE.

Request No. 5 stated, in its entirety:

5. Please provide all correspondence, directives, instructions, orders, memoranda, and all other written documents comprising, discussing, referring to, or relating in any manner to the relationship between any ALEC operations BSE conducts in BellSouth's ILEA service area and the impact on BellSouth's overall (including parent and all subsidiaries) corporate financial performance. (E.S.P.)

The FCCA did not request marketing studies, business plans or any other document relating to the manner in which BSE intends to market its services or develop market share, but very specifically requested documents regarding the relationship between ALEC operations and BellSouth's overall corporate financial performance. BellSouth BSE, Inc. denies that the marketing plan contains any analysis discussion or information relating to the relationship between the ALEC operations and BellSouth's overall corporate financial performance.

As set forth in the FCCA's Motion to Compel, a proceeding is being conducted in the state of North Carolina to determine whether BellSouth BSE, Inc. is to be certificated in that state to provide alternative local exchange telecommunications services. During that proceeding, and specifically following up on a deposition question, BSE was served with a request to "produce copies of all BSE's marketing plans, which were formulated internally or produced by a consultant." (E.S.P.) In response to this specific request, BSE objected to the production of those documents on the ground that such documents were proprietary or irrelevant to the proceeding. Despite the FCCA's allegation that "BellSouth BSE was not forthcoming," (Motion at p. 3) at no time did BSE deny that such documents existed. Therefore, if the FCCA had requested a business marketing plan in its First Request to Produce Documents, it would have been provided. The FCCA made no such request.

Under the Rule 1.350(b), Fla.R.Civ.P. as adopted in Rule 25-22.03, F.A.C., a request for production must "describe each item and category with reasonable particularity." The FCCA's request does not provide any reasonable person with notice that a request for documents regarding the effect of BSE's ALEC certification on BellSouth Corporation's overall corporate financial performance would include a consultant's report regarding the strategy and manner in which BSE could market its telecommunications services both in and out of Florida. It is not BSE's responsibility or obligation to guess as to some expanded meaning of a request that has a reasonably particular meaning, or to open up its books and records in the absence of a specific request. The request for production filed by the FCCA was specific in its meaning, and BSE filed an answer that was fully and completely responsive to that request.

The FCCA's argument is that since BSE is an affiliate of BellSouth Corporation, any document regarding the manner in which it will conduct its business will reflect on BellSouth Corporation's "overall corporate financial performance." Such an argument is unreasonable. Any document, including BSE's pay records for janitors and expenditures for pencils, in the most broad, expansive sense would, under the FCCA's argument, be related to BellSouth Corporation's "overall corporate financial performance." Such is not the intent of the rules of discovery. In construing the PSC's discovery rules that preceded Rule 25-22, F.A.C., the Florida Supreme Court has held that "parties may examine specific items in the records of a public utility upon filing a proper application. The request must be for specific information and not for general information" (e.s.) City of Miami v. Florida Public Service Commission, 226 So.2d 217, 219 (Fla. 1969); see also Caribbean Security Systems, Inc. v. Security Control Systems, Inc., 486 So.2d 654 (Fla 3rd DCA 1986). The FCCA's request, as the FCCA has construed it, is similar to

that made before the PSC by the City of Miami. The City requested "all the pertinent books and records of original entry underlying the two summary items: Operating Expenses \$126,686,977; Income Tax: Normal \$39,917,249." The PSC denied the motion, which denial was upheld because "the designation was too broad and the grounds insufficient...Every financial and accounting record of the Power Company is involved in the preparation of these exhibit items...The requirements of the Rule are intended to protect against unreasonable interference with business operations while at the same time affording parties an opportunity to inspect records on proper showing." City of Miami at 219. As similarly stated by the Third DCA, a discovery request is improper if the "enumerated requests are too broad as to time and lack specificity as related to the issues as made by the pleadings..." Caribbean Security at 655.

The question to be determined in the ruling to the FCCA's motion to compel discovery is whether BSE's response was responsive to the specific request made by the FCCA. The standard for conducting discovery under the rules of the PSC and the Florida Rules of Civil Procedure is that a party is not required to produce any document unless a specific request for that document is made. In this case the FCCA made a request asking for the production of specific information relating to the impact ALEC certification would have on BellSouth Corporation's overall corporate financial performance. BSE truthfully answered that it had no documents responsive to that request. Therefore, the FCCA's Motion to Compel Discovery should be denied.

BellSouth BSE further objects to the FCCA's motion on the ground that the request, even had it been properly made prior to the hearing, does not seek the discovery of relevant information. Section 364.337(1), Fla. Stat. limits the PSC's decision on an ALEC application to a consideration of the ALEC's financial, technical and managerial ability to provide

telecommunications services to customers in the geographic area requested. There is no dispute that BSE has such capabilities. The FCCA's Motion is yet another example of how far beyond the Legislature's certification standards this proceeding has been allowed to stray. The PSC has never required any ALEC to divulge sensitive, confidential marketing plans to its direct business competitors. The very thought that the Legislature, through its enactment of Section 364.337(1), Fla .Stat. intended such a result is absurd. The confidential marketing plans of any ALEC, including BSE, are wholly irrelevant to the standards for issuance or denial of an ALEC certificate. Therefore, the FCCA's Motion to Compel Discovery should be denied.

BellSouth BSE's Response to Motion for Leave to Supplement the Record

BellSouth BSE, Inc. adopts and incorporates its response to the FCCA's Motion to Compel Discovery in its response herein. In addition, there is no provision in PSC's rules of procedure, Chapter 25-22, F.A.C., for any party to supplement the record after a hearing has been completed. Therefore, the FCCA's Motion to Supplement the Record should be denied.

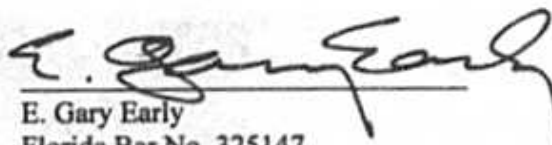
**BellSouth BSE, Inc.'s Response to FCCA's Motion
to Extend Deadline for Filing of Post-Hearing Briefs**

Pursuant to discussions with PSC staff and a Joint Motion between the parties, BellSouth BSE, Inc. does not object to an extension of time to file briefs in this matter to and including June 15, 1998.

WHEREFORE, for the reasons set forth herein, BellSouth BSE, Inc. objects to the

FCCA's belated efforts to conduct discovery in this proceeding, objects to the introduction of additional evidence in the record of this proceeding after the hearing has been held and the record has been closed, and requests that the Commission deny the FCCA's motions.

Respectfully Submitted,



E. Gary Early
Florida Bar No. 325147
Akerman, Senterfitt & Eidson, P.A.
216 South Monroe Street, Suite 200
Tallahassee, FL 32301

Mark Herron
Florida Bar No. 199737
MARK HERRON, P.A.
216 South Monroe Street, Suite 200A
Tallahassee, Florida 32301

Attorneys for BellSouth BSE, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished to the following parties by hand delivery or U.S. Mail this 21 day of May, 1992:

Martha Carter Brown
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 390-M
Tallahassee, FL 32399-0850
Counsel for the Public Service Commission

Marsha Rule
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
Counsel for AT&T Communications
of the Southern States, Inc.

Richard D. Melson
Hopping Green Sams & Smith
Post Office Box 6526
Tallahassee, FL 32314
Counsel for MCI Telecommunications Corp.

Robert G. Beatty and Nancy B. White
c/o Nancy H. Sims
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301
Counsel for BellSouth Telecommunications, Inc.

Kenneth A. Hoffman
Rutledge, Ecenia, Underwood,
Purnell & Hoffman, P.A.
P.O. Box 551
Tallahassee, FL 32302
Counsel for Teleport Communications Group, Inc.

Pete Dunbar, Esquire
Barbara D. Auger, Esquire
Pennington, Moore, Wilkinson
& Dunbar, P.A.

215 S. Monroe Street, Suite 200
Tallahassee, FL 32301
Counsel for Time Warner AxS of Florida, L.P.

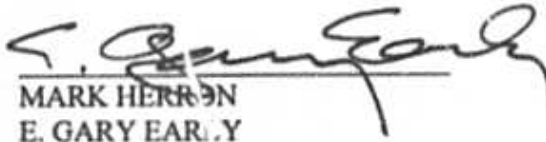
Joseph A. McGlothlin
Vicki Gordon Kaufman
117 S. Gadsden Street
Tallahassee, FL 32301
Counsel for Florida Competitive Carriers Association

By U.S. Mail to:

Thomas K. Bond
MCI Telecommunications Corp.
780 Johnson Ferry Road
Suite 700
Atlanta, GA 30342

Michael McRae, Esq.
Teleport Communications Group, Inc.
2 Lafayette Centre
1133 Twenty First Street, N.W.
Suite 400
Washington, D.C. 20036

Carolyn Marek
Time Warner Communications
Post Office Box 210706
Nashville, TN 37221


MARK HERRON
E. GARY EARLY

BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION

In the Matter of)

)
Application of BellSouth BSE, Inc.,)
for a Certificate of Public Convenience)
and Necessity to Provide Local)
Exchange and Exchange Access)
Service as a Competing Local Provider)
in North Carolina)

Docket No. P-691, Sub 0

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential ("Confidential Information"), ensure that the protection is afforded to material so entitled, comply with the North Carolina Utilities Commission's Order dated April 24, 1998, the undersigned parties hereby stipulate and agree as follows:

1. *Exchange of Confidential Information.* The parties will be bound by the terms of this Protective Agreement upon executing it. Parties may exchange Confidential Information pursuant to discovery upon executing this Protective Agreement. Any party, including Third Parties (as defined in paragraph 2), shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the North Carolina Utilities Commission ("NCUC"), a member of the NCUC, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the production and disclosure of all materials deemed confidential pursuant to paragraphs 2 and 3 below.

including both materials and information belonging to the parties of this Protective Agreement as well as Confidential Information belonging to Third Parties as defined more fully in paragraph 2 below.

2. *Confidential Information from Third Parties.* For the purposes of this Protective Agreement, "Third Party Confidential Information" shall mean information held by any party subject to existing, nondisclosure obligations to a third party ("Third Party"), such as Anderson Consulting Company ("Anderson"). Any Third Party Confidential Information that is produced pursuant to the conduct of discovery in this Proceeding may be produced as "Confidential Information" pursuant to paragraph 3 below.

3. *Confidential Information.* The consultant's study prepared for BellSouth BSE, Inc. by Anderson Consulting Company, shall be considered as "Confidential Information." The parties to this Protective Agreement agree that the designation of these materials as "Confidential Information," or the failure to designate such materials as "Confidential Information," shall in no way affect the right of the producing party to challenge the release of such materials by the United States in response to a request pursuant to the Freedom of Information Act, 5 U.S.C. § 552, et seq. In particular, the designation of materials as "Confidential Information," or the failure to designate materials as "Confidential Information," shall in no way affect the right of the producing party to assert that such materials are exempt from disclosure under one or more of the exemptions to disclosure contained in the Freedom of Information Act, 5 U.S.C. § 552(b)(1-9). Any party asserting confidentiality for such material shall so indicate by clearly marking the same for which a Confidential Information designation is claimed

with a marking such as "Confidential Subject to Protective Agreement in NCUC Docket No. P-691, Sub 0" or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature. Except with the prior written consent of the party or other person who has designated a document to be stamped as Confidential Information, or as hereinafter provided, no Confidential Information may be disclosed to any person who is not a party to this Agreement. For purposes of the Protective Agreement, the term "document" means all written, recorded or graphic material, and non-paginated items such as computer tapes, diskettes, and CD ROMs, whether produced or created by a party of another person, whether produced pursuant to NCUC rules, subpoena, by agreement or otherwise. Interrogatory answers, responses to data requests, deposition transcripts and exhibits, pleadings, motions, affidavits, and briefs that quote, summarize, or contain material entitled to protection are accorded status as a stamped confidential document, and to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that not entitled to protection.

4. *Permissible Disclosure of Confidential Information.*

(a) Notwithstanding paragraph 3, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

- (1) Counsel of record representing a party in this Proceeding, as well as any legal support employed by such attorney for the purposes of making copies or storing, each of which must be signatories to a notarized

statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party this Agreement. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(2) Anyone who is a reviewing representative under this paragraph agrees that they will not use the Confidential Information made available in this Proceeding to plan, develop, or market a Competing Local Provider of local exchange or exchange access services in North Carolina or elsewhere, or assist any other person or business to plan, develop, or market a Competing Local Provider of local exchange or exchange access services in North Carolina or elsewhere.

(b) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential information to any person who is not authorized under this section to receive such information and shall not use the information in any activity or function other than in prosecuting this Proceeding before the NCUC or any hearing officer appointed by the NCUC. Each individual who is provided access to Confidential Information must first sign and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party, the form of which is attached as Attachment A to this Agreement.

(c) No copies or notes of materials marked **Confidential** Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Each party shall maintain a log, recording the number of copies made of all Confidential Information, and the persons to whom the copies have been provided. Any note memorializing or recording of Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including all appeals and petitions, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed. If materials are destroyed rather than returned to the producing party, a sworn statement to that effect by counsel of record for the receiving party shall be provided to the producing party.

5. *Confidential Information Offered in Evidence or Filed in the Record.*

Subject to the NCUC's rules and applicable state statutes, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the NCUC in this Proceeding, and any protective order entered by the NCUC or its hearing officer in this Proceeding, provided that the proponent does so in the manner set forth in this Protective Agreement and provides reasonable advance written notice of the party's intent

to do so. Pursuant to this Agreement, any party may move before the NCUC for any order that the evidence be received in camera or under other conditions to prevent unnecessary disclosure. The NCUC will then determine whether the proffered evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded such information at any hearing or other proceeding.

6. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify the party (or other person who designated the document as confidential) of the pendency of such subpoena or order to allow that party time to object to that production or seek a protective order.

7. *Client Consultation.* Nothing in this Protective Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information, except under the procedures of paragraph 4 above.

8. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of litigation in this Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings.

9. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

10. *Modification Permitted.* Nothing in this Protective Agreement shall prevent any party from objecting to discovery that it believes to be otherwise improper.

11. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

12. *Definition of "this Proceeding."* For the purposes of this Protective Agreement, the phrase "this Proceeding" shall include only NCUC Docket No. P-691, Sub 0, and any appeals thereof.

13. *Damages.* Because the Confidential Information represents substantial commercial value to the current and future business of BSE, the parties agree that any material disclosure of the Confidential Information would result in substantial damages to the commercial operations of the Third Party and/or BSE. In the event that the Third Party's and/or BSE's Confidential Information is disclosed in violation of this Protective Agreement by any employee, agent or attorney for a party to this Protective Agreement, then such party agrees that it will serve as a guarantor for the payment of any damages caused by the violation. It is further agreed that if any provision of this agreement shall contravene any statute or constitutional provision or amendment either now in effect or which may, during the term of this agreement be enacted, then that conflicting provision in this agreement shall be deemed null and void with respect to the NCUC. The parties agree to submit to the jurisdiction of state or federal courts within the State of North Carolina.

14. *Counterparts.* This Protective Agreement may be executed by one or more parties of this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

BELLSOUTH BSE, INC.

By: Harry M. Lightsey, III / Benjamin R. Kuhl
Title: Vice President - General Counsel
Date: May 1, 1998

**KMC TELECOM, INC.
ICG TELECOM GROUP, INC.
INTERPATH COMMUNICATIONS, INC.
DELTACOM, INC., AND THE SOUTHEASTERN
COMPETITIVE CARRIERS ASSOCIATION**

By: Charles C. Misker
PARKER, POE, ADAMS & BERNSTEIN L.L.P.
Attorneys for KMC Telecom, Inc.
ICG Telecom Group, Inc.
Interpath Communications, Inc.
DeltaCom, Inc., and the Southeastern
Competitive Carriers Association

Title: Partner

Date: May 1, 1998

RALLIB01-463463.05

ATTACHMENT A

State of North Carolina
County of Wake

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly Commissioned and qualified in
(and for the State and County aforesaid, personally came and appeared Charles C. Hoeker
Charles C. Hoeker (insert name), who, being by me first duly sworn, deposed and said
as follows:

I certify my understanding that Confidential Protected Materials are provided to
me pursuant to the terms and restrictions of the Protective Agreement in North Carolina
Utilities Commission Docket No. P-691, Sub O, that I have been given a copy of and have
read the Protective Agreement and that I agree to be bound by it. I understand that the
contents of "Confidential Information," and any notes, memoranda, or any other form of
information regarding or derived from Confidential Information shall not be disclosed to
anyone other than in accordance with the Protective Agreement and shall be used only for
the purposes of the proceedings in NCUC Docket No. P-691, Sub O.

Signature: Charles C. Hoeker
Date: 5/1/98
Name: Charles C. Hoeker
Company: Parker, Inc
Address: 150 Fayetteville St. 2nd
Fayetteville, NC

Requesting Party: Atty. Gen. New Extremis, SECA

SWORN TO AND SUBSCRIBED BEFORE ME on this 1st day of May, 1998.

Amanda C. Turner
(NOTARY PUBLIC)



camera proceedings, if any, before the North Carolina Utilities Commission relative to Docket No. P-691, Sub 0, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such *in camera* proceedings.

Date: 5-14-98

Signature: Paul J. Luster

Bar No. 6250

Address: _____

Counsel For: Public Staff

Robert W. ...
PUBLIC STAFF
John R. Hite
PUBLIC STAFF

RALLJ01:465523.01

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and Counsel for the New Entrants and SECCA, certain Confidential Information was reviewed by Counsel for New Entrants and SECCA in matters pending before the North Carolina Utilities Commission in Docket No. P-691, Sub O,

WHEREAS, Counsel for New Entrants and SECCA copied exactly ten (10) pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the New Entrants and SECCA, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the North Carolina Utilities Commission in Docket No. P-691;

WHEREAS BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for MCT of Charlotte AFS certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in North Carolina Utilities Commission Docket No. P-691, Sub O, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for New Entrants and SECCA, and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in North Carolina Utilities Commission Docket No. P-691, Sub O.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during the

camera proceedings, if any, before the North Carolina Utilities Commission relative to Docket No. P-691, Sub 0, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such *in camera* proceedings.

Date: ^{5/14/98} ~~5-27-98~~

Signature: Scott Berlin

Bar No. TX 00783645

Address: 780 Johnson Ferry Road #700
Atlanta GA 30342

Counsel For: MCI

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and Counsel for the New Entrants and SECCA, certain Confidential Information was reviewed by Counsel for New Entrants and SECCA in matters pending before the North Carolina Utilities Commission in Docket No. P-691, Sub 0,

WHEREAS, Counsel for New Entrants and SECCA copied exactly ten (10) pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the New Entrants and SECCA, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the North Carolina Utilities Commission in Docket No. P-691;

WHEREAS BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for N.C. Page & Siskie certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in North Carolina Utilities Commission Docket No. P-691, Sub 0, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth BSE, Inc. and Counsel for New Entrants and SECCA, and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in North Carolina Utilities Commission Docket No. P-691, Sub 0.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during the

camera proceedings, if any, before the North Carolina Utilities Commission relative to Docket No. P-691, Sub 0, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such *in camera* proceedings.

Date: 5/15/88

Signature: K. E. Long

Bar No. 8874

Address: P.O. Box 629
Raleigh NC 27602
(919) 716-6054

Counsel For: N.C. Dept of Justice
(Attorney General)

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and Counsel for the New Entrants and SECCA, certain Confidential Information was reviewed by Counsel for New Entrants and SECCA in matters pending before the North Carolina Utilities Commission in Docket No. P-691, Sub 0,

WHEREAS, Counsel for New Entrants and SECCA copied exactly ten (10) pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the New Entrants and SECCA, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the North Carolina Utilities Commission in Docket No. P-691;

WHEREAS BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for MCR,
 certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in North Carolina Utilities Commission Docket No. P-691, Sub 0, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for New Entrants and SECCA, and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in North Carolina Utilities Commission Docket No. P-691, Sub 0.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during *in*

camera proceedings, if any, before the North Carolina Utilities Commission relative to Docket No. P-691, Sub 0, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such *in camera* proceedings.

Date: 5-14-98

Signature: _____

My M. J. J.

Bar No. _____

Address: _____

P.O. Box 1351
Raleigh, NC 27602

Counsel For: _____

MCR

RALLIR01:465523.01

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

**BELLSOUTH BSE, INC.
EX PARTE**

DOCKET NUMBER U-22865

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential ("Confidential Information"), ensure that the protection is afforded to material so entitled, the undersigned parties, through their respective attorneys, hereby stipulate and agree as follows:

1. *Exchange of Confidential Information.* The parties will be bound by the terms of this Protective Agreement upon executing it. Parties may exchange Confidential Information pursuant to discovery upon executing this Protective Agreement. Any party, including Third Parties (as defined in paragraph 2), shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Louisiana Public Service Commission ("LPSC"), a member of the LPSC, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement.

This Protective Agreement shall control the production and disclosure of all materials deemed confidential pursuant to paragraphs 2 and 3 below, including both materials and information belonging to the parties of this Protective Agreement as well as Confidential Information belonging to Third Parties as defined more fully in paragraph 2 below.

2. *Confidential Information from Third Parties.* For the purposes of this Protective Agreement, "Third Party Confidential Information" shall mean information held by any party subject to existing, nondisclosure obligations to a third party ("Third Party"), such as Anderson Consulting Company ("Anderson"). Any Third Party Confidential Information that is produced pursuant to the conduct of discovery in this Proceeding may be produced as "Confidential Information" pursuant to paragraph 2 below.

3. *Confidential Information.* The consultants study prepared for BellSouth BSE, Inc. by Anderson Consulting Company, shall be considered as "Confidential Information." The parties to this Protective Agreement agree that the designation of these materials as "Confidential Information," or the failure to designate such materials as "Confidential Information," shall in no way affect the right of the producing party to challenge the release of such materials by the United States in response to a request pursuant to the Freedom of Information Act, 5 U.S.C. § 552, et seq. In particular, the designation of materials as

"Confidential Information," or the failure to designate materials as "Confidential Information," shall in no way affect the right of the producing party to assert that such materials are exempt from disclosure under one or more of the exemptions to disclosure contained in the Freedom of Information Act, 5 U.S.C. § 552(b)(1-9). Any party asserting confidentiality for such material shall so indicate by clearly marking the same for which a Confidential Information designation is claimed with a marking such as "Confidential Subject to Protective Agreement in LPSC Docket No. U-22865, or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature. Except with the prior written consent of the party or other person who has designated a document to be stamped as Confidential Information, or as hereinafter provided, no Confidential Information may be disclosed to any person who is not a party to this Agreement. For purposes of the Protective Agreement, the term "document" means all written, recorded or graphic material, and non-paginated items such as computer tapes, diskettes, and CD ROMs, whether produced or created by a party of another person, whether produced pursuant to LPSC rules, subpoena, by agreement or otherwise. Interrogatory answers, responses to data requests, deposition transcripts and exhibits, pleadings, motions, affidavits, and briefs that quote, summarize, or contain materials entitled to protection are accorded

status as a stamped confidential document, and to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that not entitled to protection.

4. Permissible Disclosure of Confidential Information.

(A) Notwithstanding paragraph 3, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

(1) Counsel of record representing a party in this Proceeding, as well as any legal support employed by such attorney for the purposes of making copies or storing, each of which must be signatories to a notarized statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party this Agreement. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(2) Anyone who is a reviewing representative under this paragraph agrees that they will not use the Confidential Information made available in this Proceeding to plan, develop, or market a Competing Local Provider of local exchange or exchange access services in Louisiana or elsewhere, or assist any other person or business to plan, develop, or market a

Competing Local Provider of local exchange or exchange access services in Louisiana or elsewhere.

(B) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information and shall not use the information in any activity or function other than in prosecuting this Proceeding before the LPSC or any hearing officer appointed by the LPSC. Each individual who is provided access to Confidential Information must first sign and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party, the form of which is attached as Attachment A to this Agreement.

(C) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Each party shall maintain a log, recording the number of copies made of all Confidential Information, and the persons to whom the copies have been provided. Any note memorializing or recording of Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(1) Upon conclusion of the hearing in this, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed. If materials are destroyed rather than returned to the producing party, a sworn statement to that effect by counsel of record for the receiving party shall be provided to the producing party.

5. *Confidential Information Offered in Evidence or Filed in the Record.* Subject to the LPSC's rules and applicable state statutes, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the LPSC in this Proceeding, and any protective order entered by the LPSC or its hearing officer in this Proceeding, provided that the proponent does so in the manner set forth in this Protective Agreement and provides reasonable advance written notice of the party's intent to do so. Pursuant to this Agreement, any party may move before the LPSC for any order that the evidence be received in camera or under other conditions to prevent unnecessary disclosure. The LPSC will then determine whether the proffered

evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded such information at any hearing or other proceeding.

6. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify the party (or other person who designated the document as confidential) of the pendency of such subpoena or order to allow that party time to object to that production or seek a protective order.

7. *Client Consultation.* Nothing in this Protective Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information, except under the procedures of paragraph 4 above.

8. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of litigation in this Proceeding and any related appeals or review

proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings.

9. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

10. *Modification Permitted.* Nothing in this Protective Agreement shall prevent any party from objecting to discovery that it believes to be otherwise improper.

11. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

12. *Definition of "this Proceeding."* For the purposes of this Protective Agreement, the phrase "this Proceeding" shall include only LPSC Docket No. U-22865, and any appeals thereof.

13. *Damages.* Because the Confidential Information represents substantial commercial value to the current and future business of the BSE, the parties agree that any material disclosure of the Confidential Information would result in substantial damages to the commercial operations of the Third Party and/or BSE. In the event that the Third Party and/or BSEs Confidential

Information is disclosed in violation of this Protective Agreement by any employee, agent or attorney for a party to this Protective Agreement, then such party agrees that it will serve as a guarantor for the payment of any damages caused by the violation. It is further agreed that if any provision of this agreement shall contravene any statute or constitutional provision or amendment either now in effect or which may, during the term of this agreement be enacted, then that conflicting provision in the agreement shall be deemed null and void with respect to the LPSC. The parties agree to submit to the jurisdiction of state or federal courts within the State of Louisiana.

14. *Counterparts.* This Protective Agreement may be executed by one or more parties of this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.


BELLSOUTH BSE, INC.

By: W. J. [Signature]

Title: Counsel

Date: 5/23/98

**GORDON, ARATA, MCCOLLAM &
DUPLANTIS, L.L.P.**

BY: 
DANIEL J. SHAPIRO (#23296)
1420 One American Place
Baton Rouge, Louisiana 70825
Telephone: (504) 381-9643
Attorney for COX LOUISIANA
TELCOM II, L.L.C.

**KEAN, MILLER, HAWTHORNE, D'ARMOND,
MCCOWAN & JARMAN, L.L.P.**

BY: *Katherine W. King*

**KATHERINE W. KING
GORDON D. POLGZOLA**

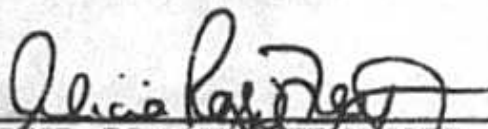
**Post Office Box 3513
Baton Rouge, Louisiana 70821
Telephone: (504) 387-0999
Attorneys for SOUTHEASTERN
COMPETITIVE CARRIERS**

**KEAN, MILLER, HAWTHORNE, D'ARMOND,
MCCOWAN & JARMAN, L.L.P.**

BY: *Katherine W. King*
**KATHERINE W. KING
GORDON D. POLOZOLA**

Post Office Box 3513
Baton Rouge, Louisiana 70821
Telephone: (504) 387-0999
**Attorneys for MCI TELECOMMUNICATIONS
CORPORATION AND MCIMETRO ACCESS
TRANSMISSION SERVICES, INC.**

BY: *Susan Berlin*
Susan Berlin



ALICIA REGGIE FREYSINGER
1515 Poydras Street, Suite 1450
New Orleans, Louisiana 70112
Telephone: (504) 568-1500
Attorney for **AMERICAN**
COMMUNICATIONS SERVICES, INC.
D/B/A E.SPIRE COMMUNICATIONS,
INC.

LONG LAW FIRM

BY: _____

DAVID L. GUERRY

**8550 United Plaza Boulevard
Suite 800**

Baton Rouge, Louisiana 70809

Telephone: (504) 922-5110

Attorney for AT&T

**LOUISIANA PUBLIC SERVICE
COMMISSION**

BY: *Stephanie Folse*

**STEPHANIE FOLSE
COMMISSION STAFF**

**One American Place, 16th Floor
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154
Telephone: (800) 258-2397**

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 13 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for the Louisiana Public Service Comm.

certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: _____

Signature:

Stephanie M. Folse

Bar No.

24550

Address:

PO Box 91154

BR LA 70821-9154

Counsel For:

LPSC

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 104 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for God Louisiana Telecom, Inc.

certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such *in camera* proceedings.

Date: 3/27/74

Signature:

[Handwritten Signature]

Bar No.

23276

Address:

1420 One American Place
Boston Range, LA 70823

Counsel For:

Lox Louisiana Tallow II, L.L.C.

SENIOR DIRECTOR, MANAGER
1 0720700 1214400
DIRECTOR, MANAGER
00000000000000000000

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 1127 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information").

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for Cox Louisiana Telecom II, L.L.C.

certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: 5/27/88 Signature: [Handwritten Signature]

Bar No. 24285

Address: 814 1/2 Pine Grove St.
New Orleans, La 70115

Counsel For: Cox Louisiana Telecom II, L.L.C.

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 0 at this time pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing.

I, attorney and/or counsel for ACS1 d/b/a c. spire,
certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: 5/27/98

Signature:

[Handwritten Signature]

Bar No.

17109

Address:

1515 Poydras St, Suite 1150
N.O. LA

Counsel For:

ACSI d/b/a e-spire

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 16 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for AT&T

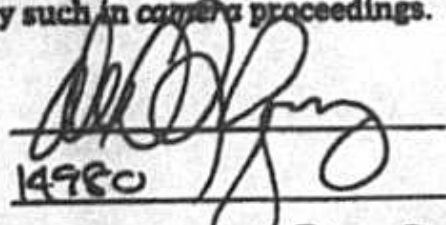
certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: 5/27/98

Signature:



Bar No.

14980

Address:

5550 Lumbard Plaza Blvd
SR, La 70503

Counsel For:

BSI

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 17 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing.

I, attorney and/or counsel for MKIT & McIntire

certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: 5-27-98

Signature:

Jus of Berlin

Bar No.

Texas 00783645

Address:

780 Johnson Ferry Rd. # 700
Atlanta, GA 30342

Counsel For:

MCI Telecommunications Corp.
MCI Telecommunications Corp.

AGREEMENT OF REVIEWING REPRESENTATIVE

WHEREAS, in accordance with the attached Protective Agreement between BellSouth BSE, Inc. and INTERVENORS certain Confidential Information was reviewed by Counsel for INTERVENORS in matters pending before the Louisiana Public Service Commission in Docket No. U-22865,

WHEREAS, Counsel for INTERVENORS copied exactly 17 pages of such Confidential Information for potential use during hearings in this matter (herein after referred to as "Relevant Confidential Information"),

WHEREAS, the Relevant Confidential Information in question is proprietary and confidential information, which if disclosed to BSE's competitors would be extremely harmful to BSE's business;

WHEREAS, the Relevant Confidential Information in question has been produced by BellSouth BSE, Inc. for review by Counsel for the INTERVENORS, subject to the terms of the Protective Agreement between the parties thereto, in matters pending before the Louisiana Public Service Commission in Docket No. U-22865;

WHEREAS, BellSouth BSE, Inc., in good faith, is willing to provide such Relevant Confidential Information, under the terms below, for review by Counsel for other parties of record in this matter so long as no part or form of

such Relevant Confidential Information is made available to any competitor of BellSouth BSE, Inc., whether directly or indirectly.

NOW THEREFORE, in consideration of the foregoing,

I, attorney and/or counsel for SECCA

certify my understanding that the Relevant Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Agreement in Louisiana Public Service Commission Docket No. U-22865, that I have been given a copy of and have read the Protective Agreement entered into between BellSouth, BSE, Inc. and Counsel for INTERVENORS and that I agree to be bound by it as if I had been an original signatory thereto with respect to the Relevant Confidential Information. I understand that the contents of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Louisiana Public Service Commission Docket No. U-22865.

I further agree that copies of the Relevant Confidential Information, and any notes, memoranda, or any other form of information regarding or derived from the Relevant Confidential Information shall be provided for my review only during in camera proceedings, if any, before the Louisiana Public Service

Commission relative to Docket No. U-22865, and that I shall return such copies to BellSouth BSE, Inc. at the conclusion of any such in camera proceedings.

Date: 5/27/98

Signature:

Katherine W. King

Bar No.

Address:

Kenn. Miller
P.O. Box 2513
Baton Rouge, La.

Counsel For:

SECCA

