



OFFICE OF THE ATTORNEY GENERAL ORIGINAL

THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

ROBERT A. BUTTERWORTH  
*Attorney General*  
*State of Florida*  
August 31, 1998

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

Re: Docket No. 980733-TL and Docket No. 980696-TP  
                    09525-98                      09524-98

Dear Ms. Bayo:

Enclosed for filing in the above-referenced dockets, please find an original and ten copies of Attorney General Robert A. Butterworth's Motion to Compel GTE Florida Incorporated to Comply with Procedural Order, Permit the Attorney General to use Confidential Information, and for Expedited Ruling.

Thank you for your courtesies.

Sincerely,

*Michael A. Gross / per*

Michael A. Gross  
Assistant Attorney General  
Office of the Attorney General  
PL-01 The Capitol  
Tallahassee, FL 32399-1050  
(850) 414-3300  
(850) 488-6589 (Fax)

Enclosures

cc: All parties of record

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prehearing conference on September 28th, discovery deadline on October 5th, and final hearing beginning on October 12, 1998.

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

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

9. The Order on Procedure and the Protective Agreement already executed provide adequate protection for GTE in connection with the Attorney General's access and use of the subject confidential information.

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

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

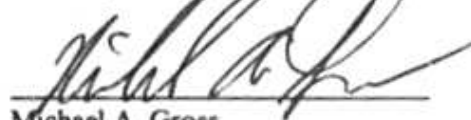
12. Further, the Attorney General requests oral argument on this motion.

WHEREFORE, the Attorney General respectfully requests the Prehearing Officer to enter an order compelling GTE to permit the Attorney General to use the confidential information on the grounds set forth above, for expedited ruling, and oral argument.

Dated this 9<sup>th</sup> day of August, 1998.

Respectfully submitted,

ROBERT A. BUTTERWORTH  
Attorney General

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

Michael A. Gross  
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## CERTIFICATE OF SERVICE

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

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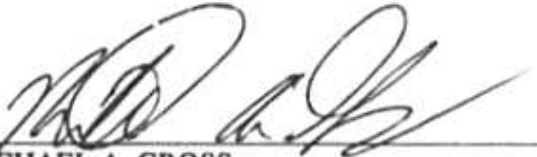
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MICHAEL A. GROSS  
Assistant Attorney General

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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

**Docket No. 980696-TP**

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

**Docket No. 980733-TL**

**Fair and Reasonable Residential Basic Local Telecommunications Rates**

**Special Project No. 980000A-SP**

**Access by Telecommunications Companies in Multi-Tenant Environments**

**Special Project No. 980000B-SP**

**PROTECTIVE AGREEMENT**

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

WHEREAS, as part of the discovery in these proceedings, GTE may produce certain documents to the Attorney General, subject to GTE's request for temporary protective order and/or pursuant to a claim of confidentiality under Public Service Commission (Commission) Rule 25-22.006, Florida Administrative Code; and

WHEREAS, the Attorney General, as part of its discovery efforts in this docket, wishes to review and inspect the documents produced by GTE as described above; and

WHEREAS, the Attorney General acknowledges that the documents produced by GTE are confidential as provided in Commission Rule 25-22.006 and contain confidential information,

Attorney General, or in direct or cross-examination of any witness, in rebuttal or a proffer of evidence, the Attorney General shall notify GTE in accordance with the applicable procedural order or letter relevant to the particular docket or Special Project and will meet with representatives of GTE for the purpose of attempting in good faith to establish a procedure that will accommodate the needs of the Attorney General for obtaining evidence without risking public disclosure of the confidential information. Likewise, the Attorney General's use of confidential information at the hearings or workshops will be governed by the procedural order or letter applicable to the particular proceeding.

5. Each of the parties to this agreement shall act in good faith; neither will do anything to deprive the other party of the benefit of this agreement. In case of any disagreement between the parties to this agreement as to the meaning or application of this agreement or whether either party has complied with it, the parties shall submit the matter, initially to the Commission for resolution. Nothing in this agreement shall constitute a waiver by either party of any right it may have regarding any controversy over the confidentiality of the subject information to appeal any decision of the Commission or institute an original proceeding in any court of competent jurisdiction. Nothing in this agreement shall constitute a waiver of any claim GTE may have as to the confidentiality of any information provided to the Attorney General, nor shall the Attorney General's execution of this agreement be construed as an admission that the requested information in fact contains confidential information. In the event the Commission shall rule that any of the confidential information should be removed from the restrictions imposed by this agreement, the confidential information shall nonetheless be subject to the protection afforded by this agreement for ten (10) business days from the date of issuance of such decision by the




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

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

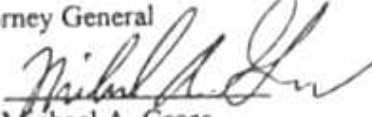
7. This agreement shall be binding upon the parties to this agreement from the date of its execution. This Agreement is not intended to supersede any of the procedural orders or other instructions the Commission has established for each of these proceedings. Each executed copy of this Agreement shall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

EXECUTED this 19<sup>th</sup> day of August, 1998.

~~FLORIDA INCORPORATED~~  
GTE TELECOMMUNICATIONS, INC.

By:   
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Post Office Box 110, FLT0007  
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