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Via Hand Delivery

September 10, 1998

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

RECEIVED-FPSC
90 SEP 10 PH 2:53
RECORDS AND REPORTING

Re: In re: Fair and Reasonable Residential Basic Local Telecommunications Rates
Special Project No. 980000A-SP, Docket No. 980733-TL (Discovery)

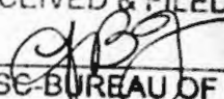
Dear Ms. Bayo:

Enclosed for filing in the above-captioned matter is an original and fifteen copies of the American Association of Retired Persons ("AARP")'s motions to compel GTE and Sprint.

Please acknowledge receipt of these documents by date stamping the extra copy of this letter and returning the same to me.

If you have any questions regarding this matter, please feel free to contact me. Thank you for your assistance processing this filing.

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

Very truly yours,



David M. Frank

- ACK
- AFA 2 encls: as stated
- APP _____
- CAF _____ cc: parties of record (reg. mail)
- CMU
- CTR _____
- EAG _____
- LEG 2
- LIN _____
- OPC _____
- RCH a
- SEC 1
- WAS _____
- OTH ~~local dist~~
015 Brad

DOCUMENT NUMBER-DATE

09924 SEP 10 88

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fair and Reasonable)
 Residential Basic Local)
 Telecommunications Rates)
 _____)

Docket No. 980733-TL

Filed: September 10, 1998

**AARP'S MOTION TO COMPEL GTE TO COMPLY WITH PROCEDURAL ORDER
 TO STRIKE PROVISIONS OF CONFIDENTIALITY AGREEMENT, AND FOR
 EXPEDITED RULING**

The American Association of Retired Persons ("AARP"), by counsel, and pursuant to Rule 25-22.006, Florida Administrative Code, the Florida Rules of Civil Procedure, and this Commission's procedural order, moves to compel GTE Florida, Inc. ("GTE") to comply with the procedural order, to strike certain provisions in the confidentiality agreement between AARP and GTE, and for an expedited ruling on the same, and as grounds states:

1. AARP joins the Office of the Attorney General and adopts its argument that "confidentiality agreements" are unnecessary in this proceeding. The Florida Administrative Code and the procedural order issued in this docket provide protection for materials deemed "confidential" by the parties. The insistence by certain companies on receiving fully executed confidentiality agreements that stretch well beyond the comprehensive protections already ordered and established by rule adds nothing but further delay.
2. Nevertheless, due to the extremely fast track of this proceeding, AARP will enter into confidentiality agreements with the understanding that it will comply with them as negotiated and written, pending review by the Commission of motions to modify or strike specific objectionable language.
3. GTE and AARP will enter into such an agreement to facilitate the review of documents and materials deemed "confidential" by GTE in this proceeding.

4. The agreement includes the following provision:

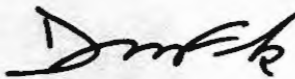
**AGREEMENT REGARDING DISCLOSURE AND
USE OF THIRD-PARTY CONFIDENTIAL INFORMATION**

11. The parties agree that if Bellcore, Nortel, Lucent, and/or AGCS seeks injunctive relief because of a material breach of this Agreement resulting in the unauthorized disclosure of Third-Party Confidential Information, Bellcore, Nortell, Lucent, and/or AGCS are expressly relieved of their burden to prove the lack of an adequate remedy in money or damages. (emphasis added).

5. The above language relieving third-party vendors, and by incorporation GTE, of their burden to prove damages, presumably within the context of a circuit court action for injunctive relief, is unconscionable and unenforceable and should be stricken.

WHEREFORE, AARP respectfully requests that the Prehearing Officer enter an order compelling GTE to comply with the existing procedural order in this docket and relevant administrative rules and striking the above-referenced language from the confidentiality agreement as unnecessary and unconscionable, and further requests oral argument and expedited ruling.

Respectfully submitted,



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Attorney for AARP

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Fair and Reasonable)
Residential Basic Local)
Telecommunications Rates)
_____)**

Docket No. 980733-TL

Filed: September 10, 1998

AARP'S MOTION TO COMPEL SPRINT TO COMPLY WITH PROCEDURAL ORDER, TO STRIKE PROVISIONS OF CONFIDENTIALITY AGREEMENT, AND FOR EXPEDITED RULING

The American Association of Retired Persons ("AARP"), by counsel, and pursuant to Rule 25-22.006, Florida Administrative Code, the Florida Rules of Civil Procedure, and this Commission's procedural order, moves to compel Sprint – Florida, Inc. ("Sprint") to comply with the procedural order, to strike certain provisions in the confidentiality agreement between AARP and Sprint, and for an expedited ruling on the same, and as grounds states:

1. AARP joins the Office of the Attorney General and adopts its argument that "confidentiality agreements" are unnecessary in this proceeding. The Florida Administrative Code and the procedural order issued in this docket provide protection for materials deemed "confidential" by the parties. The insistence by certain companies on receiving fully executed confidentiality agreements that stretch well beyond the comprehensive protections already ordered and established by rule adds nothing but further delay.
2. Nevertheless, due to the extremely fast track of this proceeding, AARP will enter into confidentiality agreements with the understanding that it will comply with them as negotiated and written, pending review by the Commission of motions to modify or strike specific objectionable language.
3. Sprint and AARP will enter into such an agreement to facilitate the review of documents and materials deemed "confidential" by Sprint in this proceeding.


4. The agreement includes the following provision:

Remedies. In the event AARP discloses, disseminates or releases any confidential documents received from Sprint without proper authorization, Sprint may refuse to provide any further confidential documents of information and may demand prompt return of all confidential documents or information previously provided by Sprint. AARP agrees that: a.) divulgence or unauthorized use of the confidential information could damage Sprint or the owner of the information; b.) the amount of resulting damages could be difficult to ascertain; c.) Sprint or the owner of the information may not reasonably or adequately be compensated for loss of such information in damages alone; and d.) Sprint or the owner of the information shall be entitled to injunctive or other equitable relief to prevent or remedy a breach of this agreement or any part of it. Furthermore, nothing herein is intended to restrict any remedies available to Sprint or the owner of the information for AARP's unauthorized disclosure, dissemination or release of proprietary information.

5. The above language relieving Sprint and third-party vendors of their burden to prove both the entitlement to injunctive relief and damages, presumably within the context of a circuit court action for injunctive relief, is unconscionable and unenforceable and should be stricken.

WHEREFORE, AARP respectfully requests that the Prehearing Officer enter an order compelling Sprint to comply with the existing procedural order in this docket and relevant administrative rules and striking the above-referenced language from the confidentiality agreement as unnecessary and unconscionable, and further requests oral argument and expedited ruling.

Respectfully submitted,



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Certificate of Service

I hereby certify that a true and correct copy of the foregoing motions to compel have been furnished by U.S. Mail this 10th day of September, 1998, to the following:

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