

Authorized individuals are expressly prohibited from otherwise disclosing the content of any Designated Confidential Information to a competitor or to the employees of a competitor of Bellcore, Nortel or Lucent.

5. The parties agree that if Bellcore, Nortel and/or Lucent seek injunctive relief because of a material breach of this Agreement resulting in the unauthorized disclosure of Designated Confidential Information, Bellcore, Nortel and/or Lucent are expressly relieved of their burden to prove the lack of an adequate remedy in money or damages.

6. The parties expressly reserve the right to object to the review of Designated Confidential Information by any designated individual or to controvert either the designation of Designated Confidential Information or the claimed trade secret nature or confidentiality of such information. Any dispute with respect to said designations or claims shall be resolved by the Commission or any court properly exercising jurisdiction over such dispute.

EXECUTED by the following duly authorized representatives or agents of the parties:

BELLCORE

By: _____
Wilfred McKoy

NORTEL

By: _____
Cynthia Hemme

LUCENT

By: _____
Piper Kent-Marshall

AT&T COMMUNICATIONS OF THE
SOUTHWEST, INC.

By: _____
Michael J. Jewell

ATTACHMENT C

**STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD**

IN RE:)	DOCKET NO. RPU-96-9
)	
U S WEST COMMUNICATIONS, INC.))	
)	
)	PROTECTIVE AGREEMENT
)	

U S WEST Communications, Inc. ("**U S WEST**"), hereby states and agrees that under the terms of this protective agreement it will furnish to the attorneys of MCI Metro Access Transmission Service, Inc. ("**MCImetro**"), and MCImetro hereby states and agrees that under the terms of this agreement it will receive from U S WEST, documents, data, and studies claimed by U S WEST to be of a confidential nature and to constitute trade secrets.

Accordingly, IT IS AGREED:

1. All documents, data, information, studies and other matters furnished pursuant to any discovery procedures or cross-examination that are identified in accordance with paragraph 4 or are determined in accordance with paragraph 7 below, to be proprietary information or trade secrets ("**confidential information**") shall be furnished pursuant to the terms of this agreement, and shall be treated by all persons afforded access thereto as constituting proprietary and confidential information, and shall neither be used nor disclosed except for the purposes of this proceeding, and solely in accordance with this agreement and such further amendments as may be accepted by the parties. The issuance of a Protective Order by the Iowa Utilities Board protecting U S WEST confidential information filed by MCImetro in its testimony, exhibits or workpapers in this proceeding does not alter

MCImetro's obligation to limit its use of U S WEST's confidential information solely for purposes of this proceeding in accordance with this Agreement.

2. Confidential information shall not be used or disclosed except for purposes of this proceeding. Only those persons who are described herein who have been identified and who have executed the attached protective agreement form marked Exhibit A may have access to any confidential information. Access to any specific confidential information is authorized to be made to the party and his or her expert witness if the party is a natural person unrepresented by counsel. If the party is not a natural person unrepresented by counsel, disclosure of such information is authorized to those persons indicated by the party as being its attorneys, expert witnesses, and expert consultants, and as concerns a governmental party, its professional staff members assigned to this proceeding who are designated to review such confidential information by the government party. Where disclosure is authorized to attorneys, expert witnesses, or expert consultants, disclosure is also authorized to partners, associates, legal assistants, secretaries, and employees of such attorneys, witnesses or consultants, but only to the extent reasonably necessary to render professional services in connection with this proceeding. *However, notwithstanding anything to the contrary in this agreement, disclosure of the confidential information is prohibited to any person who is directly involved with sales to customers, marketing, or the development of products and services.* Access to the confidential information is authorized *solely* for the purposes of presenting evidence, cross-examination, or argument in this proceeding. If confidential information is used by MCImetro in presenting evidence, cross-examination or argument in this proceeding, such use by MCImetro does nothing to change the prohibition on MCImetro's use of that confidential information in any subsequent proceeding. Persons authorized to review confidential information under this agreement shall be individually identified to the party producing the confidential information before it is disclosed in whole or in part. MCImetro has preliminarily identified the persons listed

on Exhibit B as its attorneys, expert witnesses, and expert consultants who will review confidential information connected with this case.

3. Before making the confidential information available as contemplated in paragraph 2 above, the party furnishing review of the confidential information shall deliver a copy of this agreement to the person seeking review of such information. Before disclosure, each authorized representative of such person seeking review of such information, as defined in paragraph 2 above, shall fully execute a written protective agreement in the form attached hereto as Exhibit A. By executing the written protective agreement, that person shall agree to fully comply with and be bound by the terms of this agreement. The person seeking review of confidential information shall, at or before the time of the review of such information, deliver to the party furnishing the information an executed copy of the written protective agreement. The agreement shall show each signatory's full name, permanent address, and employer.

4. The confidential information shall be made available as defined in paragraph 2 above. The confidential information, in whatever form it may appear, shall prominently display the following legend: **"CONFIDENTIAL."** Each person requesting disclosure of the confidential information shall be furnished with one (1) copy of the confidential information. MCImetro shall make no more than two (2) additional copies of such confidential information for use by authorized persons, and all such confidential documents and copies shall be destroyed upon completion of this proceeding. In addition, an authorized person or any of its outside consultants may incorporate or store in an electronic data base such confidential information as may be reasonably necessary to render professional services in connection with this proceeding.

5. To the extent that reference is made to any confidential information by counsel or persons afforded access thereto during any aspect of this proceeding,

including but not limited to motions, briefs, arguments, direct testimony, cross-examination, rebuttal, and proposed offers of proof, any public reference to the confidential information shall either be solely by title or exhibit reference or in such a manner as to not unnecessarily disclose the confidential information, and shall be given solely to the administrative law judge, Iowa Utilities Board member, or specified member of the Iowa Utilities Board staff and counsel. To the extent that public reference is made to any confidential information by counsel or persons afforded access thereto in oral testimony, cross-examination, or argument, it shall be on such prior notice as is feasible to the affected party, and, in any event, on sufficient notice to clear the hearing room of persons not bound by this agreement. "Public reference" means a reference that will not be placed in the sealed portion of the record. That part of the record of this proceeding containing confidential information, including all exhibits, writings, direct testimony, cross-examination, argument, response to discovery procedures, and the like, shall be sealed for all purposes other than as may be further ordered by the administrative law judge or the Iowa Utilities Board.

6. All persons who are afforded access to any confidential information by reason of this protective agreement shall neither use nor disclose the confidential information for business, commercial, or competitive purposes, or for *any* purpose other than the preparation for and the conduct of this proceeding and any following administrative or judicial review, and then only under the terms of this agreement. All persons who are afforded access to any confidential information by reason of this protective agreement shall keep confidential information secure in accordance with the purpose and intent of this agreement.

7. A request for disclosure, except for the claimed confidential nature of the matter sought, shall be complied with unless the party of whom disclosure is sought asserts that the subject of the request involves confidential information. The parties affected by the terms of this agreement retain the right to question and challenge any

claim of a party furnishing data, information, studies, and other matters that such data are proprietary or constitute trade secrets. If the parties are unable to resolve their differences as to whether the subject of a disclosure request involves confidential information, the party of whom disclosure is sought shall either comply with the disclosure request or by motion request that the Iowa Utilities Board or administrative law judge make a determination as to whether the data, information, studies and other matters constitute confidential information governed by this agreement. The burden of proving that the subject of the disclosure request constitutes confidential information shall be on the party making the claim.

8. The parties affected by the terms of this agreement retain the right to question, challenge, or object to the production, nonproduction, admissibility, or inadmissibility of any and all data, information, studies, and other matters requested or furnished under the terms of this agreement in response to discovery procedures or cross-examination on any lawful ground. If the parties are unable to resolve differences of this nature, the appropriate party may, pursuant to the rules of the Iowa Utilities Board, request that the Board or administrative law judge determine whether the data, information, studies, and other matters are inadmissible, subject to protection, or discoverable.

9. Upon completion of this proceeding, including any administrative or judicial review, or upon the termination of this agreement or its becoming void for any reason, each copy of the confidential information made available under the terms of this protective agreement shall be destroyed or shall be returned to the disclosing party and all notes or records concerning the confidential information shall be destroyed. Electronic data bases incorporating or storing any confidential information received during this proceeding shall be permanently erased.

10. Nothing in this agreement shall prevent or otherwise restrict counsel from rendering advice to their clients, and in the course thereof, relying generally on the

examination of confidential information; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any item so designated.

11. The rights to discovery and disclosure of confidential information hereunder are in lieu of rights of the parties and adherents under the Iowa Utilities Board's regulations and Iowa Code chapter 22 for disclosure of information claimed to be confidential; provided, however, that in no event will the parties or adherents be denied their rights under the Iowa Utilities Board's regulations or the Iowa Code to discovery or disclosure of any documents if the Iowa Utilities Board or any court of competent jurisdiction determines such documents not be confidential.

12. Should any conflicts arise between this agreement and the regulations of the Iowa Utilities Board, the parties hereto shall modify this agreement to conform to the regulations.

Dated this 9th day of March, 1997.

**MCI METRO ACCESS TRANSMISSION
SERVICES, INC.**

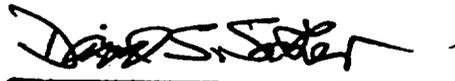


PHILIP E. STOFFREGEN
DAVID LYNCH
OF

DICKINSON, MACKAMAN, TYLER AND HAGEN,
1600 Hub Tower
699 Walnut Street
Des Moines, IA 50309
(515) 244-2600
(515) 246-4550 FAX

ITS ATTORNEYS

U S WEST COMMUNICATIONS, INC.



DAVID S. SATHER
U S WEST, COMMUNICATIONS, INC.
925 High Street, 9 S 9
Des Moines, IA 50309
515-243-5030

ITS ATTORNEY

EXHIBIT A

**STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES DIVISION
BEFORE THE UTILITIES BOARD**

MCI METRO ACCESS TRANSMISSION SERVICES, INC.)	DOCKET NO. RPU-96-9
U S WEST COMMUNICATIONS, INC.)	PROTECTIVE AGREEMENT

I have been presented with a copy of the protective agreement between U S WEST Communications, Inc., and MCI Metro Access Transmission Services, Inc., dated _____, in the above-captioned case. I have read the agreement and agree to be bound by each and every term.

I have requested review of the confidential information on behalf of _____.

Dated May 1, 1996.

John Klick
Signature of person requesting review
of confidential information

John C. Klick
Full Name

66 Canal Center Plaza #305
Alexandria VA 22311

Permanent Address

Klick, Keef & Allen, Inc.
Employer

EXHIBIT B

Philip E. Stoffregen

David J. Lynch

Karen L. Clauson

LAW OFFICES OF
DOUGLAS N. OWENS
1325 FOURTH AVENUE, SUITE 940
SEATTLE, WA 98101
(206) 748-0367
FAX: (206) 748-0369

RECEIVED
AT&T Corp. Legal - Denver

DEC 30 1998

OV-RT _____ PRO SER _____
METS _____ FREE MAIL _____
INT-ACE _____ FAX _____
CONF _____ INITIALS a

December 28, 1998

Ms. Susan Proctor
Attorney at Law
AT&T Communications of the Mountain States, Inc.
Room 1575
1875 Lawrence St.
Denver, CO 80202

RE: In the Matter of Expanded Interconnection and Collocation, Utah PSC Docket No. 94-999-01, Phase IIIC

Dear Susan:

Attached is a file copy of the signed protective agreement for Mr. Denney's review of vendor proprietary data in the U S WEST Switching Cost Model.

Very truly yours,


Douglas N. Owens

Cc: Michael Thompson

MICHAEL THOMPSON
U S WEST COMMUNICATIONS, INC.
1801 California St., Room 4900
Denver, CO 80202
Tel: (303) 672-2628
Fax: (303) 295-7049

DOUGLAS N. OWENS (WSBA #641)
LAW OFFICES OF DOUGLAS N. OWENS
1325 Fourth Avenue, Suite 940
Seattle, Wa. 98101
Tel: (206) 748-0367
Fax: (206) 748-0369

RECEIVED
AT&T Corp. Legal - Denver

DEC 30 1998

OWENS _____
MESS _____
INTER _____
DATE _____

BEFORE THE UTAH PUBLIC SERVICE COMMISSION

In the Matter of an Investigation into Collocation :
and Expanded Interconnection :

Docket No. 94-999-01
Phase III C
PROTECTIVE AGREEMENT

U S WEST COMMUNICATIONS, INC., ("U S WEST") and AT&T Communications of the Mountain States, Inc. ("AT&T") as parties to the above docket, and subject to the Protective Order issued November 13, 1995 in the docket, desiring to implement the provisions of paragraph (1)(d) of the said order as to certain information as to which either U S WEST or nonparties which have contracts with U S WEST consider Highly Sensitive and which AT&T for

PROTECTIVE
AGREEMENT
Page 1

1

Law Offices of
Douglas N. Owens
1325 Fourth Avenue
Suite 940
Seattle, WA 98101
Tel: (206) 748-0367

purposes of this proceeding agrees to treat as Highly Sensitive without admitting that the information is Highly Sensitive, do hereby make this Protective Agreement:

1. The information that is the subject of this agreement is certain information on switching costs that is contained in or used by the Integrated Cost Model that U S WEST has introduced in this docket, which information is the property of nonparties to the proceeding, specifically the manufacturers of the switching equipment that is modeled in the ICM;
2. AT&T desires to examine the workings of the ICM in processing the information described in the foregoing paragraph, by reviewing the same on its own premises, through examining a computer CD ROM that contains the said information which U S WEST will deliver to AT&T's premises at 1875 Lawrence St., Denver, CO, and U S WEST has obtained the agreement of the owners of this information to such review on the basis of the following representations:
 - a) The review will occur either December 30 or 31, 1998 at AT&T's option and AT&T will return the CD ROM to U S WEST at its premises at 1801 California St., Denver, CO upon completion of AT&T's review;
 - b) The review will be conducted by Mr. Douglas Denney, who is an economist employed by AT&T, and who is not responsible for marketing or pricing telecommunications services, is not responsible for product procurement for AT&T as to any switch products or services, is not an expert advisor, outside consultant, independent consultant, representative or witness who is a major shareholder (holding five percent (5%) or more

PROTECTIVE
AGREEMENT
Page 2

2

Law Offices of
Douglas N. Owens
1525 Fourth Avenue
Suite 950
Seattle, WA 98101
Tel: (206) 441-0767

of issued stock), principal or consultant of a direct competitor of U S WEST's switch vendors, and who agrees to use the information he obtains from reviewing the Highly Sensitive information solely for the purpose of litigating the issues in the above docket.

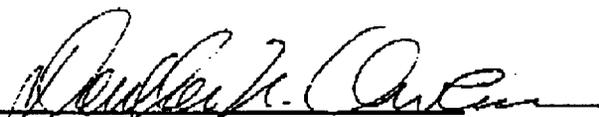
- c) Mr. Denney will review this agreement and sign it before reviewing the Highly Sensitive information, signifying his agreement to the undertakings that apply to him, and AT&T will provide U S WEST with a copy of the agreement signed by Mr. Denney as soon as practicable after he signs it.

3. This agreement will be executed by counsel for the respective parties.

IT IS SO AGREED.

U S WEST COMMUNICATIONS, INC.

AT&T COMMUNICATIONS OF
THE MOUNTAIN STATES, INC.

By 
Douglas M. Owens (WSBA #641)
Of Attorneys for
U S WEST Communications, Inc.

By 
Susan D. Proctor
Of Attorneys for
AT&T

Dated 12/21/98

Dated 12/21/98

I have read the foregoing agreement and I agree to abide by the undertakings that apply to me


Douglas Denney

Dated 12/21/98

PROTECTIVE
AGREEMENT
Page 3

3

Law Offices of
Douglas N. Owens

1525 Fourth Avenue
Suite 940
Seattle, WA 98101
Tel: (206) 348-0567

ATTACHMENT D

15. *Definition of "This Proceeding"*. For the purposes of this Protective Agreement, the phrase "This Proceeding" shall only include Alabama Public Service Commission Docket No. 26029 and any appeals thereof.

16. *Damages*. Because the Third-Party Confidential Information represents substantial commercial value to the current and future business of the Third Parties, the parties agree that any material disclosure of the Third Party Confidential Information would result in substantial damages to the commercial operations of the Third Parties. In the event that Third Party Confidential Information is disclosed in violation of this Protective Agreement by any employee, agent, attorney, expert or consultant 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 expressly understood, however, that the PSC's acquiescence to the terms and conditions contained herein shall not be construed to constitute a debt or obligation of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or constitutional provision or amendment either now in affect 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 PSC. The parties agree to submit to the jurisdiction of state or federal courts within the State of Alabama, but understand that the sole remedy for the settlement of damage claims against the Alabama Public Service Commission arising from this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

17. *Counterparts*. This Protective Agreement may be executed by one or more parties to 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.

Dated: _____, 1997

AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

By: *D. Owen Blake, Jr.*

(Print Name)

D. Owen Blake, Jr.
(Print Name)

Title: _____

Title: General Counsel - Alabama

BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION

In the Matter of

Proceeding to Determine)
Permanent Pricing for Umbundled) Docket No. P-100, Sub 133d
Network Elements)

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"), and 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 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

NCUC. The parties agree to submit to the jurisdiction of state or federal courts within the State of North Carolina.

15. *Counterparts.* This Protective Agreement may be executed by one or more parties to 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 TELECOMMUNICATIONS, INC.

By: 
Title: DIRECTOR
Date: 12/15/97

AJT Communications of the
Southern States, Inc.

By: Kenneth P. McKeely
Title: Senior Attorney
Date: 12/12/97

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

**In Re: *Contested Cost Proceeding to Establish "Permanent Prices" for
Interconnection Services and Unbundled Network Elements***

Docket No. 97-01262

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, and 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 Tennessee Regulatory Authority ("TRA"), a member of the TRA, 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 Bell Communications Research, Inc. ("Bellcore"). 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. A Third Party under this Protective Agreement shall include, but is not limited to, the following companies:

- ADC Telecommunications Inc.
- Alcatel Network Systems Corporation
- Amdehi Corporation
- Aperius Technologies, Incorporated
- Mercury Interactive Corporation
- NCB Corporation
- Netscape Communications Corporation
- NeXT Software Inc.

15447

RECEIVED
FEB 15 1999

14. **Definition of "this Proceeding"**. For the purposes of this Protective Agreement, the phrase "this Proceeding" shall only include Tennessee Regulatory Authority Docket No. 97-01262 and any appeals thereof.

15. **Damages**. Because the Third-Party Confidential Information represents substantial commercial value to the current and future business of the Third Parties, the parties agree that any material disclosure of the Third Party Confidential Information would result in substantial damages to the commercial operations of the Third Parties. In the event that Third Party Confidential Information is disclosed in violation of this Protective Agreement by any employee, agent, attorney, expert or consultant 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 TRA. The parties agree to submit to the jurisdiction of state or federal courts within the State of Tennessee.

16. **Counterparts**. This Protective Agreement may be executed by one or more parties to 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.

Dated: _____, 1997

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In Re: Proceeding to Review BellSouth)
 Telecommunications, Inc.'s Cost for) Docket No. 97-374-C
 Unbundled Network Elements)
)

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, and 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 South Carolina Public Service Commission ("PSC"), a member of the PSC, 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 Bell Communications Research, Inc. ("Bellcore"). 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. A Third Party under this Protective Agreement shall include, but is not limited to, the following companies:

- ADC Telecommunications Inc.
- Alcatel Network Systems Corporation
- Amdahl Corporation
- Mercury Interactive Corporation
- NCR Corporation
- Netscape Communications Corporation

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.

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

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

14. *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.

15. *Definition of "This Proceeding".* For the purposes of this Protective Agreement, the phrase "This Proceeding" shall only include South Carolina Public Service Commission Docket No. 97-374-C and any appeals thereof.

16. *Damages.* Because the Third-Party Confidential Information represents substantial commercial value to the current and future business of the Third Parties, the parties agree that any material disclosure of the Third Party Confidential Information would result in substantial damages to the commercial operations of the Third Parties. In the event that Third Party Confidential Information is disclosed in violation of this Protective Agreement by any employee, agent, attorney, expert or consultant 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. The parties agree to submit to the jurisdiction of state or federal courts within the State of South Carolina.

17. *Counterparts.* This Protective Agreement may be executed by one or more parties to 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.

Dated: September 3, 1997

ATTACHMENT E

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF MARYLAND**

IN THE MATTER OF THE PETITIONS)	
FOR APPROVAL OF AGREEMENTS AND)	
ARBITRATION OF UNRESOLVED ISSUES)	Case No. 8731-II
ARISING UNDER § 252 OF THE)	
TELECOMMUNICATIONS ACT OF 1996)	

PROTECTIVE ORDER FOR THIRD-PARTY CONFIDENTIAL INFORMATION

To expedite the disclosure of certain Third-Party Confidential Information, facilitate the prompt resolution of disputes over the confidentiality of such information, adequately protect such information entitled to be kept confidential, and ensure that the protection is afforded to information so entitled, IT IS ORDERED THAT:

1. *Exchange of Third-Party Confidential Information.* The parties will be bound by the terms of this Order and may exchange Third-Party Confidential Information pursuant to discovery under the terms set forth herein. Any party, including Third Parties (as defined in paragraph 2), shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Order before the Commission, a member of the Commission, or any other authority having competent jurisdiction, for any breach or threatened breach of this Order.

2. *Definition of Third-Party Confidential Information.* For purposes of this Order, "Third-Party Confidential Information" shall mean proprietary or confidential information held by any party or non-party which belongs to a third party ("Third Party"), such as Northern Telecom, Lucent Technologies, Siemens Stromberg-Carlson and Bellcore, and which is subject to existing nondisclosure obligations to the Third Party. Any Third-Party Confidential Information that is produced pursuant to the conduct of discovery in This proceeding may be produced pursuant to Paragraph 4 below.

3. *Designation of Third-Party Confidential Information.* Materials generated or provided by a party in response to discovery in This proceeding may be designated as "Third-Party Confidential Information" by that party if the party believes in good faith that the materials are confidential or proprietary information belonging to a Third Party, and are subject to existing non-disclosure obligations to the Third party. Any party asserting confidentiality for such materials shall so indicate by clearly marking such materials, or portions thereof, for which a Third-Party Confidential Information designation is claimed with 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 as Third-Party Confidential Information, or as hereinafter provided, no Third-Party Confidential Information may be disclosed to any person. For purposes of this Order, 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 or another person, whether produced pursuant to the Commission's rules, subpoena, by agreement, or otherwise. Interrogatory and document request answers, responses to requests for admission, 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 Third-Party Confidential Information is bound separately from that not entitled to protection.

4. *Permissible Disclosure of Third-Party Confidential Information.*

- (a) Notwithstanding paragraph 3, Third-Party Confidential Information provided pursuant to this Order 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, any legal support personnel (e.g., paralegals and clerical employees) employed by such attorneys.
 - (2) Other employees, officers, or directors of a party, or consultants or experts retained by a party, who have not been and who are not currently involved in the marketing, procurement, manufacturing, pricing, or development of telecommunications equipment or software, including switch hardware and software, for which price data are disclosed, or equipment and software that may be substituted for such equipment or software, or the development of computerized telecommunications costing models that are not designed primarily for litigation support, including arbitration and rulemaking proceedings. Individuals who become reviewing representatives under this paragraph may not engage or consult in any of the activities proscribed in the previous sentence for three years after reviewing the Third-Party Confidential Information under this Order.
 - (3) The Commission or its staff.

- (4) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions.
 - (5) Any person designated by the Commission in the interest of justice, upon such terms as the Commission may deem proper.
 - (6) Persons noticed for depositions or designated as witnesses, to the extent reasonably necessary in preparing to testify or for the purpose of examination in This proceeding.
- (b) Persons obtaining access to Third-Party Confidential Information under this Order shall not disclose information designated as Third-Party 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 Commission or any arbitrator appointed by this Commission. This limitation, however, shall not be read as limiting any party seeking access to Third-Party Confidential Information under this Order from separately seeking access to Third-Party Confidential Information for use in another proceeding. Each individual who is provided access to Third-Party Confidential Information pursuant to paragraphs 4(a), (1), (2), (5), or (6), must first sign a notarized statement affirmatively stating that the individual has personally reviewed this Order and understands and agrees to be bound by the limitations it imposes on the signing party. The form of the notarized statement to be used is Attachment A to this Order. The party making disclosure under Section (a)(1), (a)(2), (a)(5), or (a)(6) shall notify the party producing the Third-Party Confidential Information and any Third Party whose Third-Party Confidential Information is being disclosed (or counsel for that Third Party) of such disclosure and, upon request, provide the notarized statement referenced above.
- (c) No copies or notes of materials marked Third-Party Confidential 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 Third-Party Confidential materials, the persons to whom the copies have been provided, and the time spent reviewing Third-Party Confidential Information.
- (d) Within 90 days of termination of This proceeding, including all appeals and petitions, all originals and reproductions of any Third-Party Confidential materials, along with the log recording persons

who received copies of such materials, shall be returned to the producing party and/or destroyed. If materials are destroyed rather than returned to the producing party, a sworn statement to that effect by counsel or record for the receiving party shall be provided to the producing party. In addition, upon such termination, any notes or other work product derived in whole or in part from the Third-Party Confidential materials shall be destroyed, and counsel of record for the receiving party shall notify counsel for the party who produced the materials that this has been completed.

- (e) Before disclosing a stamped confidential document to any person listed in subparagraph (a)(5) or (a)(6) who is a competitor (or an employee or officer of a competitor) of the party, including a Third Party, that so designated the document, the party wishing to make such disclosure shall give at least ten days advance notice in writing to the counsel who designated such information as confidential, stating the names and addresses of the person(s) to whom the disclosure will be made, identifying with particularity the documents to be disclosed, and stating the purposes of such disclosure. If, within the ten day period, a motion is filed objecting to the proposed disclosure, a disclosure is not permissible unless and until the Commission has denied such motion.
- (f) The number of reviewing representatives designated by a party to review confidential information under paragraphs 4(a)(1) and 4(a)(2) may not exceed eight (8) individuals (excluding paralegals and clerical employees) unless (i) the party producing the Third-Party Confidential Information, and any Third Party whose Third-Party Confidential Information is being disclosed, consent to additional reviewing representatives, or (ii) the Commission or a Commissioner or Hearing Examiner denies a motion to bar disclosure of the Third-Party Confidential Information to additional reviewing representatives. Failure to file such a motion within ten days after receiving written Notice that a reviewing party intends to designate additional reviewing representative(s) shall constitute consent to the designation. The written Notice shall (a) identify the additional reviewing representative(s), (b) identify the Third-Party Confidential Information that is proposed to be disclosed, and (c) provide a copy of the resume of the proposed additional reviewing representative(s) containing the individual's up-to-date employment history. Notwithstanding the foregoing, the parties may designate in writing within ten (10) days from the entry of this Order, not more than eleven (11) individuals from its legal/legal support and/or consulting team which shall have access to the Third-Party Confidential Information. If, within

five (5) days after the list is supplied to opposing parties, a motion is made objecting to the proposed disclosure, disclosure is not permissible unless and until the Commission or the Hearing Examiner has denied the motion. For any additional reviewing representatives, the parties must serve notice as specified above.

- (g) The parties are responsible for employing reasonable measures to control, consistent with this Order, duplication of, access to, and distribution of Third-Party Confidential Information.

5. *Declassification.* A party may apply to the Commission and/or the Hearing Examiner for a ruling that documents, categories of documents, or deposition transcripts, stamped or designated as confidential, are not entitled to such status and protection. The party or other person that designated the document or testimony Third-Party Confidential shall be given notice of the application and an opportunity to respond. To maintain confidential status, the proponent of confidentiality must show by a preponderance of the evidence that the materials fall within an exemption to disclosure contained in the Freedom of Information Act, 5 U.S.C. § 552(b)(1)-(9), are entitled to protected treatment under Maryland law, or are subject to existing non-disclosure obligations to a third party.

6. *Third-Party Confidential Information in Depositions.* In the event that depositions are to be taken in This proceeding:

- (a) A deponent may during the deposition be shown and examined about Third-Party Confidential Information if the deponent already knows the Third-Party Confidential Information contained therein or if the provisions of paragraph 4 above are complied with.
- (b) Parties (and deponents) may, within fifteen (15) days after receiving a deposition transcript, designate pages of the transcript (and exhibits thereto) as Third-Party Confidential Information. Third-Party Confidential Information within the deposition transcript may be designated by marking the portions of the pages that are confidential and marking such pages with the following legend: "Third-Party Confidential - Subject To Protective Order In Docket No. 8731-II Before the Maryland Public Service Commission." Until expiration of the 15-day period, the entire deposition will be treated as Confidential Information subject to protection against disclosure under this Order. If no party or deponent timely designates Third-Party Confidential Information in a deposition, then none of the transcript or its exhibits shall be filed (to the extent such filing may be required) under seal separately from the portions and exhibits not so marked.

7. *Third-Party Confidential Information Offered in Evidence or Filed in the Record.* Subject to the Commission's rules, Third-Party Confidential Information may be offered into evidence or in the record made by the parties and submitted to the Commission (or to a Hearing Examiner appointed by the Commission) in This proceeding, provided that the proponent does so in the manner set forth in this Order. Pursuant to this Order, any party may move before the Commission (or a Hearing Examiner appointed by the Commission) for any order that the evidence be received in camera or under other conditions to prevent unnecessary disclosure. The Commission or Hearing Examiner will then determine whether the proffered evidence should continue to be treated as Third-Party Confidential Information and, if so, what protection, if any, may be afforded to such information at any hearing or other proceeding.

8. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Third-Party Confidential Information which a party has obtained under the terms of this Order, such party shall promptly (within two 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.

9. *Filing.* The Third-Party Confidential Information need not be filed with the Commission's Secretary except when required in connection with motions under the Commission's rules and regulations or other matters pending before the Commission or a Hearing Examiner appointed by the Commission. If filed, such information shall be filed under seal and shall remain sealed while in the Secretary's office or such other office as the Commission may designate so long as they retain their status as Third-Party Confidential Information.

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

11. *Use.* Persons obtaining access to Third-Party Confidential Information under this Order 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. The prior sentence shall not, however, be read as limiting any party obtaining access to Third-Party Confidential Information under this Order from separately seeking access to Third-Party Confidential Information for use in another proceeding.

12. *Non-Termination.* The provisions of this Order shall not terminate at the conclusion of This proceeding.

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

14. *Definition of "This Proceeding".* For purposes of this Order, the phrase "This proceeding" shall include Case No. 8731-II. Nothing in this Order precludes the parties from seeking the inclusion of additional proceedings within the phrase "This proceeding".

15. The terms of this Order shall be broadly and liberally construed so as to protect Third-Party Confidential Information from disclosure while expediting the flow of discovery materials.

By Direction of the Commission,

Daniel P. Gahagan

Dated:

ATTACHMENT A

AFFIDAVIT

I, Michael C. Sloan declare under penalties of perjury as follows:

(1) I am employed as Attorney (title) at Sidley & Austin
For AT&T (1702 Eye St., NW, Wash, DC 20006) (employer and address).

(2) I have personally reviewed the attached Order in Maryland Public Service Commission Case No. 8731-II, *In The Matter Of The Petitions For Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 Of The Telecommunications Act Of 1996*, and I agree to be bound by its provisions.

Michael C. Sloan

Subscribed and sworn to before me on this 7th day of May, 1997.

[Signature]
Notary Public

My Commission Expires April 30, 2002

My Commission Expires: _____

BEFORE THE PUBLIC SERVICE COMMISSION OF MARYLAND

Agreement Governing the Production of Proprietary Information

CASE 8731

The undersigned will be participating in the matter of the Petitions For Approval Of Agreements And Arbitration Of Unresolved Issues Arising Under §252 Of The Telecommunications Act of 1996, as either (i) a consultant to _____ ("_____"); (ii) an employee of _____ who is not now, and for the foreseeable future will not be, involved in making competitive decisions; or (iii) as counsel to _____, and in this capacity requires access to proprietary information of Bell Atlantic - Maryland, Inc. ("BA-MD").

By executing this Agreement, the undersigned affirms that he/she is familiar with and will comply with the terms of the procedure enumerated below.

1. Except when proprietary information is in the possession of the Commission, or of the undersigned, exclusive custody of the proprietary information shall remain with BA-MD.

2. BA-MD shall make reasonable accommodation to reduce any inconvenience of any other parties, their counsel and their consultants, by making proprietary information available at locations and times that are mutually convenient to BA-MD and the other parties, for the purpose of permitting the undersigned to examine proprietary materials for the purpose of designating such materials for copying. If the parties are unable to agree on where the examination is to take place, such disagreement will be promptly resolved by the Commission. The examination of the data shall be solely by persons who have executed this Agreement or the Acknowledgment.

3. BA-MD will provide to the undersigned a single copy of proprietary materials designated for copying. Such material may be requested in either paper or electronic form, although BA-MD is under no obligation to produce such material in the requested form if it is burdensome or unreasonable to do so. _____ will reimburse BA-MD its reasonable costs (not including overhead loadings) incurred in the copying. The undersigned agrees that he/she will not, and will not permit others, to make copies (electronically or otherwise) of any proprietary document provided under this Agreement. The undersigned agrees that he/she will not permit any person (except those who have executed this Agreement or the Acknowledgment) to review any proprietary data provided under this Agreement. Notes taken, other information obtained and analyses performed as a result of examination of the provided proprietary data shall be deemed to be proprietary data and shall be safeguarded, held in confidence and subject to all of the same terms and conditions set out herein as the proprietary data itself.

4. The undersigned agrees immediately to acknowledge in writing the receipt of any copies of proprietary data by signing a copy of the inventory of proprietary materials prepared by BA-MD and provided with the copies of proprietary materials. The undersigned agrees that once the Commission's decision in Case No. 8731 becomes final, within 10 days of BA-MD's request thereafter he/she shall return to BA-MD all proprietary information with which he/she was entrusted under this Agreement, and that he/she will provide BA-MD with a sworn affidavit that he/she has so returned all proprietary information. The undersigned and counsel for _____ will provide BA-MD with affidavits stating, on personal information, that all notes or analyses concerning the proprietary information produced under this Agreement have been destroyed within 10 days of BA-MD's request.

5. The undersigned agrees that he/she is receiving proprietary information under this procedure for the sole purpose of assisting _____ in Case No. 8731 and further agrees that he/she will not use BA-MD's proprietary information (including notes on or analyses of that information) for any other purpose or in any other manner. The undersigned will reaffirm his/her commitment to this obligation in one of the affidavits he/she is required to provide under Paragraph 4.

6. In the event a party disputes the confidentiality of the information, BA-MD will deliver the information to the Commission for an in camera inspection. No reporters or any other persons shall be present during that inspection and all documents and information determined to be proprietary shall be returned to Bell Atlantic's premises. No information or documents whose proprietary nature are disputed shall be placed into evidence until after the parties have exhausted all of their rights of appeal.

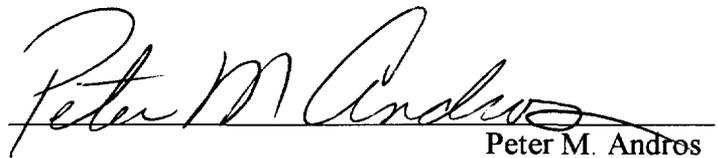
7. Any testimony or exhibits which use proprietary information provided under this Agreement shall be hand-delivered to the Commission, counsel of record for all parties who have executed this acknowledgment and the Company. No other copies of such testimony and exhibits will be made available to any person not bound by the terms of this Agreement or the Acknowledgment. Any examination of witnesses which is likely to include a reference to proprietary information provided under this Agreement shall be conducted during in camera proceedings. Thereafter, exhibits and transcripts containing references to proprietary information provided under this Agreement shall be sealed. Any subsequent citation to sealed portions of the record in pleadings or briefs shall be accomplished by using a nonconfidential description such as a title, caption or exhibit number.

8. Access to the sealed record shall be limited to the Commission and their respective assistants, and to counsel, employees or consultant of parties who have agreed to maintain the confidentiality of such information by executing this Agreement or the Acknowledgment, unless such information is released from the sealed record either by agreement of the parties or by final order of this Commission or of a court having competent jurisdiction.

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of January, 2000, I caused true and correct copies of the forgoing Petition of AT&T Corp. and MCI Worldcom for Partial Review to be served on all parties by mailing, postage prepaid to their addresses listed on the attached service list.

Dated: Washington, D.C.
January 5, 2000


Peter M. Andros

SERVICE LIST

Magalie R. Salas
Federal Communications Commission
The Portals
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Myra Karegianes
General Counsel
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

Eliot Spitzer
Mary Ellen Burns
Keith H. Gordon
Attorney General of the State of New York
120 Broadway Avenue
Room 23-76
New York, NY 10271

John W. Hunter
Julie E. Roncs
United States Telephone Association
1401 H. Street, NW
Suite 600
Washington, DC 20005

Edward H. Shakin
Edward D. Young III
Michael E. Glover
Bell Atlantic Corporation
1320 North Courthouse Road
8th Floor
Arlington, VA 22201

ITS Inc.
1231 20th Street, NW
Washington, DC 20036

Cynthia B. Miller
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Lawrence E. Sarjeant
Linda L. Kent
Keith Townsend
United States Telephone Association
1401 H. Street, NW
Suite 600
Washington, DC 20005

Leander Valent
Ameritech Corporation
9525 West Bryn Mawr
Suite 600
Rosemont, IL 60018

M. Robert Sutherland
Stephen L. Earnest
BellSouth Corporation
1155 Peachtree Street, NE
Atlanta, GA 30309-3610

Andre J Lachance
GTE Service Corporation
1850 M Street, NW
Suite 1200
Washington, DC 20036

John F. Raposa
GTE Service Corporation
600 Hidden Ridge HQE035J27
Irving, TX 75038

Gregory J. Vogt
Suzanne Yelen
Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006

Alfred G. Richter, Jr.
Roger K. Tompkins
Jonathan W. Royston
SBC Communications
One Bell Plaza, Room 3005
Dallas, TX 75202

James T. Hannon
US West Communications
1020 19th Street, NW
Suite 700
Washington, DC 20036

Ken Moran
Chief, Accounting Safeguards Division
Federal Communications Commission
Room 6-B201
445 12th Street, SW
Washington, DC 20554

Andy Mulitz
Chief, Legal Branch
Accounting Safeguards Division
Federal Communications Commission
Room 6-B201
445 12th Street, SW
Washington, DC 20554

William T. Lake
Patrick J. Carome
Julie A. Veach
Wilmer, Cutler & Pickering
2445 M Street, NW
Washington, DC 20037-1420