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June 12, 1998

Ms. Blanca Bayó, Director
Public Service Commission
Division of Records and Reporting
Room 110, Easley Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ATC v. TSI
Docket No.: 951232-TI

Dear Ms. Bayó:

Enclosed for filing with the Public Service Commission are an original and fifteen copies of TSI's Motion to Compel Production of Raw Call Detail Records.

Also enclosed is an additional copy of the filing, and a self-addressed stamped envelope. Please file-stamp and return the copy in the envelope.

Sincerely,



Wesley R. Parsons

- ACK _____
- AFA 3 _____
- APP _____
- CAF _____ WRP/crm
- CMU _____ Enclosures
- CTR _____
- EAG _____
- LEG B. Keating _____
- LIN 3 _____
- OPC _____
- RCH _____
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ORIGINAL

BEFORE THE STAFF OF THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 951232-TI
FILED: October 17, 1995

In Re: Dade County Circuit Court referral of)
certain issues in Case No. 92-11654 CA 11)
(Transcall America, Inc. vs. Telecommunications)
Services, Inc. and Telecommunications Services,)
Inc. vs. Transcall America, Inc. and Advanced)
Telecommunications Corp.) that are within the)
Commission's jurisdiction.)

**TSI'S MOTION TO COMPEL PRODUCTION
OF RAW CALL DETAIL RECORDS**

Respondent, Telecommunication Services, Inc. ("TSI"), pursuant to Rule 1.380, Florida Rules of Civil Procedure, moves to compel production of documents from Petitioner, Transcall America, Inc. ("Transcall"). The grounds for this motion are:

1. TSI has repeatedly requested production from Transcall of all raw call detail records from the Telus switch handling the traffic of TSI. The request was made in request 1 of TSI's First Request for Production of Documents; requests 1 and 2 of TSI's Second Request for Production of Documents; and requests 1 and 2 of TSI's Third Request for Production of Documents.

2. Counsel for Transcall initially indicated that no such call detail records existed. Recently, Transcall has located magnetic tapes containing some detail, and has provided some of these tapes to the staff of the Commission, but has refused to provide the tapes or pertinent data from the tapes directly to TSI.

DOCUMENT NUMBER-DATE

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3. Data from the tapes have been used by staff of the Commission in the compilation of an audit report regarding Transcall. This information is located on audit workpapers 57, 57.4, 57.5, 57.6, and 57.7. Commission staff decline to turn over these workpapers to TSI because Transcall asserts that they contain confidential information.

4. TSI requests that the tapes, and the workpapers, be produced to TSI. They contain obviously relevant information. TSI asserts in case that it was overbilled by Transcall, and the raw call detail from the switch is highly material to this determination. These data are particularly pertinent because they apparently include data regarding timing of calls and codes indicating whether a call was answered, generated a busy signal, or rang for a long period of time. TSI believes it was wrongly billed by Transcall for these sorts of calls. Rule 1.380, Florida Rules of Civil Procedure, allows the Commission to enter an order compelling production.

5. Transcall's confidentiality concerns are not a sufficient reason for withholding production because TSI and Transcall have entered into a confidentiality agreement in a form drafted by, and satisfactory to, Transcall. See Exhibit A hereto.

6. TSI's counsel has consulted with Transcall's counsel regarding the production of the raw call detail, and has been unable to reach an agreement.

7. Accordingly, TSI requests that these documents be produced to it by ATC and, with respect to the workpapers, by Commission staff.

ADORNO & ZEDER, P.A.



Jon W. Zeder
Florida Bar No. 98432
Wesley R. Parsons
Florida Bar No. 539414
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Telephone No.: (305) 858-5555
Telefax No.: (305) 858-4777

Attorneys for Telecommunications Services,
Inc.

CERTIFICATE OF SERVICE

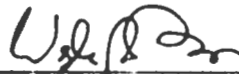
I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S.

Mail this 12 day of June, 1998 to:

Albert T. Gimbel
Messer, Caparello & Seif, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32302-1878
(and by telefax)

Beth Keating
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32301

Kathy L. Welch, CPA
Regulatory Analyst Supervisor
Florida Public Service Commission
3625 N.W. 82nd Avenue, Suite 400
Miami, Florida 33166-7602



BEFORE THE PUBLIC SERVICE COMMISSION

In Re: Dade County Circuit Court referral of)
certain issues in Case No. 92-11654 (Transcall)
America, Inc. d/b/a ATC Long Distance v.) DOCKET NO. 951232-TI
Telecommunications Services, Inc. and) Filed: February 10, 1998
Telecommunications Services, Inc. vs. Transcall)
America, Inc., d/b/a ATC Long Distance) that
are within the Commission's jurisdiction.)
_____)

PROTECTIVE AGREEMENT

This agreement is entered into by and between Transcall America, Inc., d/b/a ATC Long Distance (Transcall) and Telecommunications Services, Inc. (TSI) as represented by and through their respective counsel.

WHEREAS, as part of the discovery exchange in Florida Public Service Commission Docket No. 951232-TI, Transcall will produce certain information pursuant to the discovery requests of TSI in this docket which Transcall deems to be proprietary confidential business information, and

WHEREAS, in order to provide TSI reasonable access to the proprietary confidential business information requested without risking public disclosure of the proprietary information contained therein, (a) Transcall has agreed to provide TSI the requested information in order to expedite discovery in this proceeding and (b) the parties subscribing to this agreement for TSI as described in numbered paragraphs 2 and 3 of this Agreement, both in their individual capacity and in their representative capacity, have agreed to accept such information subject to and in accordance with this Agreement,

— EXHIBIT A —

NOW, THEREFORE, the parties agree to accept production of documents in accordance with the following conditions:

1. Transcall will provide TSI with the previously described proprietary confidential business information at a location convenient to the parties and at a mutually acceptable date and time.

2. Access to information shall be limited to representatives of TSI who have executed the Agreement described in paragraph 3 of this agreement.

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

4. Any information obtained by TSI from its examination of the requested information will be used solely in connection with Docket No. 951232-TI and for no other purpose.

5. All copies of documents containing the requested information which are provided to TSI and any notes made therefrom shall be deemed to be held in trust pursuant to this Agreement

and shall be returned to Transcall upon the conclusion of this proceeding. Notes taken by TSI from any confidential proprietary record, shall remain in the handwriting of the person who makes them. They shall not be prepared with the intent of formalizing or perpetuating knowledge of the information contained in such document, and they shall not be reproduced by TSI in any form.

6. At the time and place agreed upon by the parties to this Agreement, TSI will be provided the requested information.

7. Those persons defined as representatives of TSI further agree that:

- a. none other than themselves will review the documents or their notes nor will they disclose any information obtained from examining the documents to any other person in this or any other jurisdiction, except as may be required by law;
- b. none of them will use any information obtained from an examination of the documents for any purpose not directly relevant to this proceeding;
- c. they will treat all information obtained from an examination of the documents as confidential; and
- d. they will not disclose any such information publicly.

8. TSI agrees that: only representatives who have executed the Agreement referred to in paragraph 3 above, may review or have access to the requested information; and that in no event shall any such representative of TSI divulge the contents of the requested information to any other person.

9. If TSI desires to use any of the confidential proprietary information in the course of this proceeding, TSI shall meet with representatives of Transcall for the purpose of attempting in good faith to establish a procedure that will accommodate the needs of TSI in utilizing the evidence

without risking public disclosure of the proprietary and confidential information contained in the requested information. If Transcall and TSI are unable to reach agreement on a means of preventing public disclosure of the proprietary information by May 15, 1998, Transcall and TSI will submit the issues to the Florida Public Service Commission (hereinafter "the Commission") for resolution before TSI attempts to make public use of the information.

10. Each of the parties of this Agreement shall act in good faith, and neither of them will do anything to deprive the other party of the benefit of this Agreement. In case of any disagreement between the parties to this Agreement on the meaning or application of this Agreement or over whether either party has complied with it, the parties shall submit the matter, initially, to the Commission for its determination. Nothing in this Agreement shall constitute a waiver by Transcall of any right it may have to protect the trade secrets or confidential information contained in the requested information by appealing any decision of the Commission or by instituting an original proceeding in any court of competent jurisdiction. Nor shall TSI's participation in this Agreement be construed as an admission that the requested information in fact contains proprietary information. In the event the Commission shall rule that any of the requested information should be removed from the restrictions imposed by this Agreement, no party shall disclose such information or use any such information in the public record for ten (10) business days unless authorized by the providing party to do so. The provisions of this paragraph are intended to enable Transcall to seek a stay or other relief from an order removing the restriction of this Agreement from material claimed by Transcall to be confidential.

11. In the event TSI wishes to utilize any of the requested information but because of delays resulting from litigation before the Commission or courts of competent jurisdiction regarding

its confidential status, is not free to disclose information prior to the hearing in Docket No. 951232-TI, upon final resolution of the matter by the Commission or courts in favor of TSI 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.

12. This Agreement shall be binding on the parties from the date of its execution. Each executed copy of this Agreement shall be deemed an original.

EXECUTED this 10th day of FEB, 1998.

TRANSCALL AMERICA, INC.

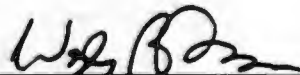
BY:



Floyd R. Self
Messer, Caparello & Self, P.A.
Post Office Box 1876
Tallahassee, FL 32302-1876

TELECOMMUNICATIONS
SERVICES, INC.

BY:



Wesley R. Parsons, Esq.
Adomo & Zeder
2601 South Bayshore Drive, Ste. 1600
Coconut Grove, FL 33133-5419


APC

Exhibit "A"
Nondisclosure Agreement

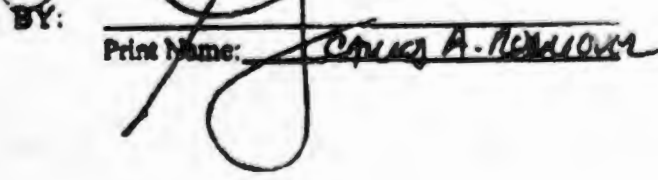
The undersigned hereby certify that prior to the disclosure to them of certain information and documents belonging to, or in the possession of, or made available through the offices of Transcall which are considered by Transcall, or the owner of such information or documents, to be a trade secret, or otherwise of a privileged or confidential nature, they have read the Protective Agreement between Transcall America, Inc., d/b/a ATC Long Distance, and Telecommunications Services, Inc for Docket No. 951232-TI, executed this 10 day of FEB, 1998 and agree to be bound by its terms

**REPRESENTATIVES OF
TELECOMMUNICATIONS
SERVICES, INC.**

BY: 
Wesley R. Parsons, Esq.

BY: 
Print Name: JAMES E. QUINN

BY: 
Print Name: PAUL G. QUYER

BY: 
Print Name: CHARLES A. PARSONS