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BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK
Chairman
JAMES M. IRVIN
Commissioner
WILLIAM MUNDELL
Commissioner

APR - 5 P 4: 30
Arizona Corporation Commission
DOCKETED
AZ CORP COMMISSION
DOCUMENT CONTROL
APR 06 2000

DOCKETED BY [Signature]

IN THE MATTER OF THE COMPLAINT
OF AT&T COMMUNICATIONS OF THE
MOUNTAIN STATES, INC. AGAINST
U S WEST COMMUNICATIONS, INC.
REGARDING ACCESS SERVICE

DOCKET NO. T-02428A-99-0476
T-01051B-99-0476

**U S WEST COMMUNICATIONS, INC.'S
MOTION FOR PROTECTIVE ORDER**

Pursuant to Rule 26 (c) of the Arizona Rules of Civil Procedure and R14-3-101 of the Arizona Administrative Code, U S WEST Communications, Inc. ("U S WEST") moves the Arizona Corporation Commission (the "Commission") for a protective order limiting the disclosure of highly confidential and competitively sensitive information to AT&T Communications of the Mountain State, Inc. ("AT&T") in response to AT&T Data Request No. 69. U S WEST requests that its response to this data request be provided subject to the same terms and conditions already established by the Hearing Division on March 22, 2000, i.e., access to the information is limited to two in-house attorneys, one in-house expert, and one outside expert.

Rule 26(c) (7) provides that a protective order may issue to ensure "that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way." The Arizona Supreme Court has stated that where information called for by discovery is of a

1 "confidential nature" which [the party] do[es] not want to have
2 included in a public record," the party can apply for a
3 protective order. Cornet Stores v. Superior Court, 108 Ariz. 84,
4 88, 492 P.2d 1191, 1195 (1972) (quoting Columbia Broadcasting
5 System, Inc. v. Superior Court, 69 Cal. Rptr. 346, 355 (1968)).

6 In this case, the Hearing Division has already approved
7 limited access to certain information that U S WEST believes to
8 be highly confidential and competitively sensitive. The Hearing
9 Division has already limited AT&T's review of response provided
10 by U S WEST to AT&T Data Request Nos. 21 and 62 to two in-house
11 attorneys, one in-house expert and one outside expert—blue paper
12 designation. U S WEST has asked AT&T to agree to extend this
13 same limitation to responses provided to AT&T Data Request No.
14 69, but AT&T has refused.

15 I-069 asks for U S WEST's competitive and strategic
16 positions and responses regarding wholesale products or services.
17 The request calls for confidential or proprietary information of
18 either U S WEST, its customers or third parties. AT&T is a
19 competitor of U S WEST and the information requested could be
20 used improperly either to gain a competitive advantage or to
21 cause competitive harm to U S WEST. Because the improper release
22 of this information would cause irreparable harm, the Commission
23 also should limit access here.

24 AT&T may claim that the information sought in this data
25 request has already been provided by U S WEST in another case
26 (Emmons, et. al v. U S WEST). To the contrary, in Emmons, the

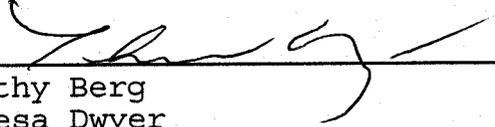
1 information was designated as highly confidential material and
2 was subject to restrictions similar to those ordered in this
3 docket. See Stipulation and Order Governing The Production and
4 Exchange of Confidential Material, Emmons, et. al v. U S WEST,
5 District Court, Larimer County, State of Colorado, Case No. CV
6 597 attached as Appendix A.

7 WHEREFORE, for the foregoing reasons, U S WEST moves for a
8 protective order designating its responses to AT&T Data Request
9 No. 69 as highly confidential (blue paper) and limiting access to
10 these responses in the manner already ordered by the Hearing
11 Division for such information in this matter.

12 RESPECTFULLY SUBMITTED this 6th day of April, 2000.

13 U S WEST COMMUNICATIONS, INC.
14 Thomas M. Dethlefs
15 Senior Attorney
16 1801 California St., Suite 5100
17 Denver, Colorado 80202
18 (303) 672-2948

19 and
20 FENNEMORE CRAIG

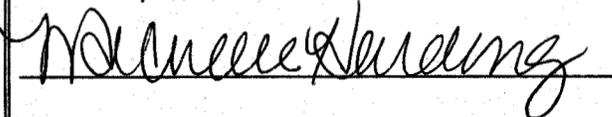
21 By: 
22 Timothy Berg
23 Theresa Dwyer
24 3003 North Central Avenue, Suite 2600
25 Phoenix, Arizona 85012-2913
26 (602) 916-5000

27 ORIGINAL AND TEN COPIES of the foregoing
28 filed this 6th day of April, 2000, with Docket
29 Control, Arizona Corporation Commission.

1 COPY of the foregoing hand-delivered
this 6th day of April, 2000, to:
2
3 Jerry Rudibaugh, Chief Hearing Officer
4 Hearing Division
5 ARIZONA CORPORATION COMMISSION
6 1200 West Washington
7 Phoenix, Arizona 85007
8
9 Lyn Farmer, Chief Counsel
10 Legal Division
11 ARIZONA CORPORATION COMMISSION
12 1200 West Washington
13 Phoenix, Arizona 85007
14
15 Deborah R. Scott, Director
16 Utilities Division
17 ARIZONA CORPORATION COMMISSION
18 1200 West Washington
19 Phoenix, Arizona 85007
20
21 Andrew D. Hurwitz
22 Joan S. Burke
23 OSBORN MALEDON, P.A.
24 2929 N. Central Avenue, Suite 2100
25 Phoenix, Arizona 85012-2794
26 Attorneys for AT&T Communications of
The Mountain States, Inc.

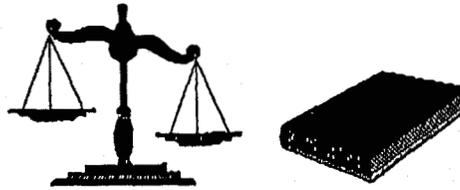
15 COPY of the foregoing faxed and mailed this 6th
16 day of April, 2000, to:

17 Richard S. Wolters
18 AT&T Law Department
19 1875 Lawrence Street # 1575
20 Denver, CO 80202

21 

U S WEST, INC. LAW DEPARTMENT

1801 CALIFORNIA STREET
SUITE 5100
DENVER, COLORADO 80202



To: Theresa Dwyer

Telephone Number: (602) 916-5000

Facsimile Number: (602) 916-5999

Date: April 5, 2000

From: Nancy L. Lipson, Esq.

Address: _____

Telephone Number: 303-672-1789

Facsimile Number: 303-296-2815

Number of pages including cover sheet: 25

Please call 303-672-2997 if you experience trouble with this transmission.

Special instructions/comments:

THE INFORMATION CONTAINED IN THIS COVER SHEET OR ACCOMPANYING DOCUMENT IS ATTORNEY-CLIENT OR WORK PRODUCT PRIVILEGED AND CONTAINS CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE ADDRESSEE OR HIS/HER DESIGNEE. IF YOU ARE NOT THE ADDRESSEE OR HIS/HER DESIGNEE, YOU ARE ADVISED THAT ANY DISCLOSURE, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION OR TAKING ACTION IN RELIANCE ON ITS CONTENTS IS PROHIBITED.

IF YOU RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

DISTRICT COURT, LARIMER COUNTY STATE OF COLORADO
Case No. 97 CV 597, Courtroom 3

CSB

**STIPULATION AND ORDER GOVERNING THE PRODUCTION AND EXCHANGE
OF CONFIDENTIAL MATERIAL**

WANT ADS OF FORT COLLINS, INC.,

Plaintiff,

FILED IN DISTRICT COURT
LARIMER COUNTY, COLO,

APR 20 1999

vs.

U S WEST COMMUNICATIONS, INC.,

Defendant.

SEAN MIDYETTE d/b/a TIMBERLINE GLASS & MIRROR,

Plaintiff,

vs.

U S WEST COMMUNICATIONS, INC.,

Defendant.

JOHN EMMONS, DR. MARK J. REID, and FACILITY SOLUTIONS, INC., for and on behalf
of themselves and all others similarly situated, and their heirs, assigns., subrogees, and
representatives,

Plaintiffs,

vs

U S WEST COMMUNICATIONS, INC.,

Defendant.

Plaintiffs John Emmons, Mark Reid, and Facility Solutions, Inc., and Defendant U S WEST Communications, Inc., stipulate and agree pursuant to Rule 26(c) of the Colorado Rules of Civil Procedure, by and between Plaintiffs, Defendant and counsel for Plaintiffs and Defendant, subject to the approval of the Court, that this Stipulation and Order shall govern the handling of documents, depositions, deposition exhibits, interrogatory responses, responses to document requests, admissions, inspections, and examinations of premises, facilities and physical evidence and any other information produced, given or exchanged by and among the parties to this Action. For the purposes of this Stipulation and Order the following definitions shall apply:

(1) "Discovery Material" means all documents, depositions, deposition exhibits, interrogatory responses, responses to document requests, admissions, inspections and examinations of premises, facilities and physical evidence and any other information produced pursuant to the Colorado Rules of Civil Procedure or otherwise given or exchanged by and among the parties to this Action.

(2) A "party" or "parties" means John Emmons, Mark Reid, Facility Solutions, Inc. and/or U S WEST Communications, Inc.

(3) "Producing Party" means any party to this Action producing Discovery Material.

1. Any Producing Party may designate any Discovery Material as "Confidential" under the terms of this Stipulation and Order if such party in good faith believes that such Discovery Material contains nonpublic information that requires the protections provided in this Stipulation and Order.

2. Any Producing Party may designate any Discovery Material as "Highly Confidential" under the terms of this Stipulation and Order if such Producing Party in good faith believes that such Discovery Material contains a trade secret or other confidential research, development or commercial information.

3. Discovery Material, and information derived therefrom, shall be used solely for purposes of this Action and shall not be used for any other purpose, including, without limitation, any business or commercial purpose or in connection with any other proceeding or litigation, without the express written consent of the Producing Party.

4. The designation of Discovery Material as "Confidential" or "Highly Confidential" for purposes of this Stipulation and Order shall be made in the following manner by any Producing Party.

A. In the case of documents or other materials (apart from interviews, depositions or pretrial testimony) by affixing the legend "Confidential" or "Highly Confidential" to each page containing any "Confidential" or "Highly Confidential" information, except that in the case of multi-page documents bound together by staple or other permanent binding, the words "Confidential" or "Highly Confidential" need only be stamped on the first page of the document in order for the entire document to be treated as "Confidential" or "Highly Confidential"; provided that the failure to designate a document as "Confidential" or "Highly Confidential" does not constitute a waiver of such claim, and a Producing Party may so designate a document after such document has been produced within ten business days of such production, with the effect that such document is thereafter subject to the protections of this Stipulation and Order;

B. In the case of depositions or pretrial testimony (i) by a statement on the record, ~~by counsel~~, at the time of such disclosure that said deposition or pre-trial testimony is "Confidential" or "Highly Confidential"; or (ii) by written notice, sent by counsel to all parties within ten business days after receiving a copy of the transcript thereof, that said deposition or pre-trial testimony is "Confidential" or "Highly Confidential". In both instances counsel shall direct the court reporter that the appropriate confidentiality legend be affixed to the first page of the transcript and all portions of the original and all copies of the transcript containing any "Confidential" or "Highly Confidential" information. Only those portions of the transcripts designated as "Confidential" or "Highly Confidential" shall be deemed "Confidential" or "Highly Confidential" Discovery Material;

C. In the case of interviews, by a statement made by counsel or the interviewee in the presence of counsel attending that such interview or any portion thereof is "Confidential" or "Highly Confidential";

D. In the case of any other production of Discovery Material not otherwise covered by this Stipulation and Order, by an oral or written statement made by counsel of the Producing Party at or before the production of the Discovery Material that such Discovery Material or any portion thereof is "Confidential" or "Highly Confidential";

E. The Parties may modify the procedures set forth in paragraphs 4(B)-(C) hereof through agreement on the record at such deposition or in the case of an interview in the presence of counsel attending such interview, without further order of the Court.

5. Discovery Material designated "Confidential" may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the following persons:

A. Counsel of record acting on behalf of the parties to this Action and employees and agents of such counsel assisting in the conduct of the Action for use in accordance with this Stipulation and Order;

B. Experts or consultants assisting the counsel described in paragraph 5(A) hereof, subject to the limitations set forth in paragraph 7;

C. Witnesses (actual or prospective) or deponents (other than employees of the parties), and their counsel, during the course of or, to the extent necessary, in preparation for interviews, depositions or testimony in this Action;

D. The parties and the directors, officers, employees and general or limited partners of the parties, or any subsidiary or affiliate thereof, who are assisting the parties in this Action, or who appear as witnesses;

E. Current or former residential or business customers of Defendant to whom Defendant provided local telephone service in Colorado or who applied to Defendant for local telephone service and whose orders became "held orders", but only in accordance with the Court's Order of November 25, 1998;

F. The Court, pursuant to paragraphs 8 through 10 hereof;

G. Court reporters employed in connection with this Action; and

H. Any other person only upon order of the Court or upon written agreement of the Producing Party.

6. Discovery Material designated "Highly Confidential" may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the following persons:

A. Counsel of record acting on behalf of the parties to this Action and employees of such counsel assisting in the conduct of the Action for use in accordance with this Stipulation and Order;

B. Experts or consultants assisting the counsel described in paragraph 6(A) hereof, subject to the limitations set forth in paragraph 7;

C. Officials or employees of the Colorado Public Utilities Commission, the Federal Communications Commission, or any other state or federal regulatory body with regulatory jurisdiction over any party;

D. Any employee of the Defendant;

E. Any other person whom a party in good faith determines may be a witness in this action;

F. The Court, pursuant to paragraphs 8 through 10 hereof;

G. Court reporters employed in connection with this Action; and

H. Any other person only upon order of the Court or upon written agreement of the Producing Party.

7. Notwithstanding anything contained in paragraph 6, "Confidential" or "Highly Confidential" Discovery Material may only be provided to the person listed in subparagraphs 5(B) and 6(B) to the extent necessary for such person to prepare an expert's written opinion or consultation, or to prepare to testify as an expert witness or fact witness, provided that, (i) such

person is using said "Confidential" or "Highly Confidential" Discovery Material solely in connection with this Action and (ii) such person signs an undertaking in the form attached as Exhibit A hereto (the "Expert Undertaking"), agreeing in writing to be bound by the terms and conditions of this Stipulation and Order and the Expert Undertaking, consenting to the jurisdiction of the Court for purposes of the enforcement of this Stipulation and Order, and agreeing not to disclose or use any "Confidential" or "Highly Confidential" Discovery Material for purposes other than those permitted hereunder. Paragraphs 5(B) and 6(B) hereof, this paragraph 7, and Exhibit A hereto, shall apply only to experts or consultants that the Parties have retained as of the date hereof. "Confidential" and "Highly Confidential" Discovery Material produced by an adverse Producing Party may not be disclosed or provided to an expert or consultant retained by a Party after the date hereof absent the prior written consent of the adverse Producing Party.

8. Every person given access to "Confidential" or "Highly Confidential" Discovery Material or information contained therein shall be advised that the information is being disclosed pursuant and subject to the terms of this Stipulation and Order and may not be disclosed other than pursuant to the terms thereof. All persons who are given access to "Confidential" or "Highly Confidential" Discovery Material or information contained therein (other than those persons listed in subparagraphs 5(B) and 6(B) to whom the provisions of Paragraph 7 apply), shall be required to confirm their understanding and agreement to abide by the terms of this Stipulation and Order by signing an undertaking in the form attached as Exhibit B hereto (the "Undertaking"), agreeing in writing to be bound by the terms and conditions of this Stipulation and Order and the Undertaking, consenting to the jurisdiction of the Court for purposes of the

enforcement of this Stipulation and Order, and agreeing not to disclose or use any "Confidential" or "Highly Confidential" Discovery Material for purposes other than those permitted hereunder. All counsel shall maintain copies of any executed Undertakings they obtain pursuant to this Stipulation and Order until two years after the termination of this Action. If any person refuses to sign the Undertaking, any party may apply to the Court, upon reasonable notice and subject to the right of any person to object to the application, for relief from the obligation of the witness to sign the Undertaking as a prior condition to being given access to "Confidential" or "Highly Confidential" Discovery Material.

9. Upon filing with the Court documents which contain information which has been designated "Confidential" or "Highly Confidential," such documents shall be filed in sealed envelopes marked with the title of the Action and bearing a statement substantially in the following form:

CONFIDENTIAL

**FILED UNDER SEAL PURSUANT TO A STIPULATION AND ORDER
DATED _____, 1999 GOVERNING CONFIDENTIALITY
OF DOCUMENTS AND INFORMATION OBTAINED DURING THE
COURSE OF THIS LITIGATION.**

**THIS ENVELOPE IS NOT TO BE OPENED NOR THE CONTENTS
THEREOF DISPLAYED OR REVEALED EXCEPT BY OR TO
QUALIFIED PERSONS OR BY COURT ORDER.**

All such materials so filed shall be released from confidential treatment only upon further order of the Court.

10. Any party to the Action who objects to the continued restriction on public access to any document filed under seal pursuant to the provisions of this Stipulation and Order shall

give written notice of such objection to the Producing Party. To the extent the Producing Party seeks to continue the restriction on public access to documents filed with this Court, that party shall file an application with the Court within a seven business day period for a judicial determination as to whether good cause exists for continued restricted access to the document. ★

11. Entering into, agreeing to and/or producing or receiving "Confidential" or "Highly Confidential" Discovery Material or otherwise complying with the terms of this Stipulation and Order shall not:

A. Operate as an admission by any party (other than the Producing Party) that any particular "Confidential" or "Highly Confidential" Discovery Material contains or reflects trade secrets or any other type of confidential information;

B. Prejudice in any way the rights of the parties to object to the production of documents they consider not subject to discovery, or operate as an admission by any party that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be "Confidential" or "Highly Confidential" Discovery Material;

C. Prejudice in any way the rights of any party to object to the authenticity or admissibility into evidence of any document (or portion thereof), testimony or other evidence subject to this Stipulation and Order;

D. Prejudice in any way the rights of a party to seek a determination by the Court whether any Discovery Material or "Confidential" or "Highly Confidential" Discovery Material should be subject to the terms of this Stipulation and Order;

E. Prejudice in any way the rights of a party to petition the Court for a further protective order relating to any purportedly "Confidential" or "Highly Confidential" Discovery Material; or

F. Prevent the parties to this Stipulation and Order from agreeing to alter or waive in writing the provisions or protections provided for herein with respect to any particular Discovery Material.

G. Subject a party to liability to another party for the breach or violation of this Stipulation and Order or any undertaking by a non-party, if such party and its counsel are not involved in any manner with the breach or violation by the non-party. However, if such party or its counsel is involved in the breach or violation, such party may be liable to another party for such breach or violation.

12. Nothing herein shall prevent any party to this Action from:

A. Using, for any purpose, "Confidential" or "Highly Confidential" Discovery Material that such party produced as "Confidential" or "Highly Confidential" in connection with this Action;

B. Using or disclosing "Confidential" or "Highly Confidential" Discovery Material to officers, directors or employees of such party in connection with this Action;

C. Using or disclosing Discovery Material obtained lawfully by such party independently of this Action; or

D. Disclosing "Confidential" or "Highly Confidential" Discovery Material to:

(i) officers, directors, or employees of a Producing Party in connection with this Action;

(ii) any individual to whom the Producing Party previously provided the "Confidential" or "Highly Confidential" Discovery Material;

(iii) any author of the "Confidential" or "Highly Confidential" Discovery Material; or

(iv) any other person upon the written agreement of the Producing Party or upon order of the Court.

13. If information subject to a claim of attorney-client privilege, attorney work product, self-critical analysis privilege, or any other privilege or ground on which production of such information should not be made to any party is nevertheless inadvertently produced to such party or parties, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege or other ground for withholding production to which the Producing Party would otherwise be entitled. If a claim of inadvertent production is made, pursuant to this paragraph, with respect to information then in the custody of another party, such party shall promptly return to the claiming party or person that material as to which the claim of inadvertent production has been made, and the receiving party shall not use such information for any purpose until further order of the Court. The party returning such material may then move the Court for an order compelling production of the material, but said motion shall not assert as a ground for entering such an order the fact or circumstance of the inadvertent production.

14. In the event additional parties join or are joined in this Action, they shall not have access to "Confidential" or "Highly Confidential" Discovery Material until the newly joined party by its counsel has executed and filed with the Court its agreement to be fully bound by this Stipulation and Order.

15. Each of the parties hereto shall be entitled to seek modification of this Stipulation and Order by application to the Court on notice to the other parties hereto for good cause.

16. Because the parties cannot predict when and if the Court will enter this Stipulation and Order as an order, the parties agree to abide by this Stipulation and Order at all times as if it were an order of the Court. If the Court declines to enter this Stipulation and Order as an order, the parties agree that this Stipulation and Order will terminate five days after such declination and, upon such termination, the provisions of paragraph 17 hereof will go into effect as if an order, judgment or decree finally disposing of this Action had been received.

17. The provisions of this Stipulation and Order shall, absent written permission of a Producing Party or further order of the Court, continue to be binding throughout and after the termination of this Action, including without limitation any appeals therefrom. Within twenty days after receiving notice of the entry of an order, judgment or decree finally disposing of all litigation in which "Confidential" or "Highly Confidential" Discovery Material is permitted to be used, all persons having received "Confidential" or "Highly Confidential" Discovery Material shall return such material and all copies thereof (including summaries and excerpts) to the respective Producing Parties or their counsel or destroy all such "Confidential" or "Highly Confidential" Discovery Material and certify in writing to the Producing Parties or their counsel that such destruction has occurred. Counsel for the parties shall be entitled to retain court papers, deposition and trial transcripts and attorney work product (including Discovery Material containing "Confidential" or "Highly Confidential" Discovery Material) provided that such counsel, and employees of such counsel, shall not disclose to any person nor use for any purpose unrelated to this Action such court papers or attorney work product except pursuant to court

order or agreement with the Producing Party that produced the "Confidential" or "Highly Confidential" Discovery Material. All materials returned to the Producing Parties or their counsel by the Court likewise shall be disposed of in accordance with this paragraph.

18. During the pendency of this Action, any party objecting to the designation of any Discovery Material or testimony as "Confidential" or "Highly Confidential" Discovery Material may, after making a good faith effort to resolve any such objection, move on reasonable notice for an order vacating the designation. While such motion is pending, the Discovery Material in question shall be treated as "Confidential" or "Highly Confidential" Discovery Material pursuant to this Stipulation and Order. The provisions of this paragraph are not intended to shift the burden of establishing confidentiality.

19. In the event that any party appeals from any decision of the trial court in this Action, any party shall have the right to submit an application to the Court of Appeals, within three business days of the filing of the notice of appeal, to maintain under seal the documents filed with the trial court which contain or disclose "Confidential" or "Highly Confidential" Discovery Material. In the event that any losing party decides not to appeal, any party who seeks the continued sealing of any filed document containing "Confidential" or "Highly Confidential" Discovery Material may petition the Court for continued sealing. The provisions of this paragraph may be waived only with the written consent of the Producing Party.

20. In the event that any "Confidential" or "Highly Confidential" Discovery Material is used in any court proceeding in this Action or any appeal therefrom, said "Confidential" or "Highly Confidential" Discovery Material shall not lose its status as "Confidential" or "Highly Confidential" Discovery Material through such use. Counsel shall confer in good faith on such

procedures as are necessary to protect the confidentiality of any documents, information and transcripts used in the course of any court proceedings.

21. If any person receiving documents covered by this Stipulation and Order (the "Receiver") (A) is served with a subpoena in another action, or (B) is served with a demand in another action to which he or it is a party, or (C) is served with any other legal process by one not a party to this Action, seeking Discovery Material which was produced or designated as "Confidential" or "Highly Confidential" in this Action by someone other than the Receiver, the Receiver shall give prompt actual written notice to the Producing Party by hand or facsimile transmission within forty-eight hours of receipt of such subpoena, demand or legal process, and shall not produce any "Confidential" or "Highly Confidential" Discovery Material prior to the date set forth in the subpoena, demand or legal process. To the extent the Producing Party is Defendant U S WEST Communications, Inc., the written notice shall be sent to the following address:

U S WEST Communications, Inc.
Legal Department
Attention: Gary A. Wagner, Esq. and Tina Colvin
1801 California Street
Suite 5100
Denver, Colorado 80202

To the extent the Producing Party is any of the Plaintiffs in this lawsuit, the written notice shall be sent to the following address:

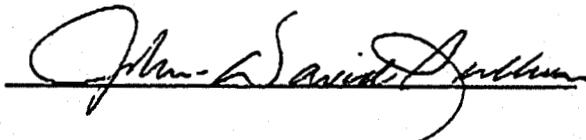
Daniel M. Reilly, Esq.
Tobin D. Kern, Esq.
McKenna & Cuneo, LLP
Suite 4800
370 Seventeenth Street
Denver, CO 80202

Nothing herein shall be construed as requiring the Receiver or anyone else covered by this Stipulation and Order to challenge or appeal any order requiring production of "Confidential" or "Highly Confidential" Discovery Material covered by this Stipulation and Order, or to subject himself or itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this or any other Court.

22. Nothing in this Stipulation and Order shall preclude any party from filing a motion seeking further or different protection from the Court under the Colorado Rules of Civil Procedure, or from filing a motion with respect to the manner in which "Confidential" or "Highly Confidential" Discovery Material shall be treated at trial.

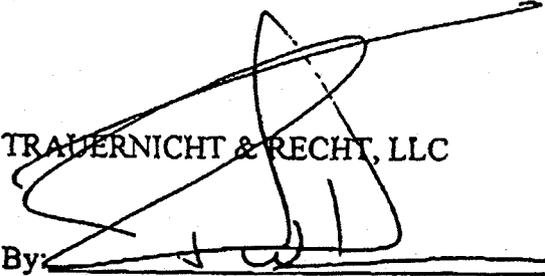
DATED this 3rd day of May, 1999.

BY THE COURT:



STIPULATED AND APPROVED AS TO FORM:

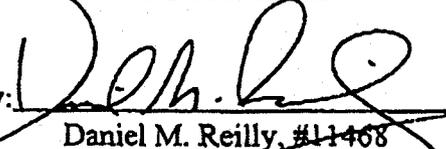
Date: 4/22/99


TRAUERNICHT & RECHT, LLC

By: _____
Ted W. Trauernicht, #12957
1401 17th Street
11th Floor
Denver, CO
(303) 297-1400

Date: 4/22/99

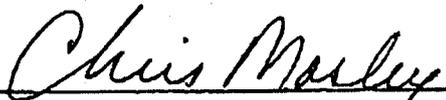
MCKENNA & CUNEO LLP

By: 
Daniel M. Reilly, #11468
Larry S. Pozner, #2792
Tobin D. Kern, #29384
370 Seventeenth Street, Suite 4800
Denver, Colorado 80202-5648
(303) 634-4000

ATTORNEYS FOR PLAINTIFFS

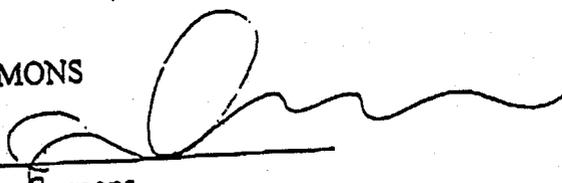
SHERMAN & HOWARD L.L.C.

Date: 4.30.99

By: 
Richard N. Baer, #21600
Christopher R. Mosley, #24440
3000 First Interstate Tower North
633 Seventeenth Street
Denver, Colorado 80202
(303) 297-2900

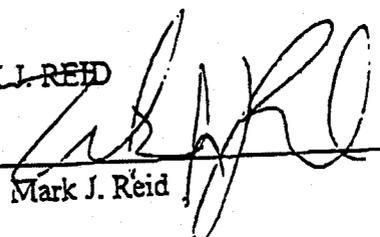
ATTORNEYS FOR DEFENDANT

JOHN EMMONS

By: 
John Emmons

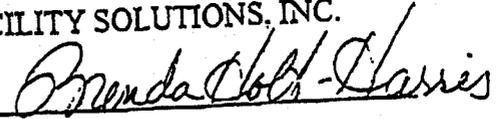
Date: 4/16/99

~~MARK J. REID~~

By: 
Mark J. Reid

Date: _____

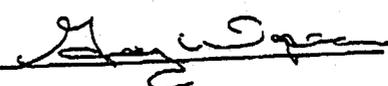
FACILITY SOLUTIONS, INC.

By: 

Title: Principal / VP - Sec.

Date: 4/16/99

U S WEST COMMUNICATIONS, INC.

By: 

Title: Senior Attorney

Date: 4/7/99

4. I understand that a violation of this undertaking or the Stipulation and Order is punishable by contempt of Court.

DATED: _____

Signature: _____

EXHIBIT B

1. I hereby certify (a) my understanding that Confidential or Highly Confidential Discovery Material is being provided to me pursuant to the terms and restrictions of the attached Stipulation and Order Governing the Production and Exchange of Confidential Material (the "Stipulation and Order") entered by the District Court, Larimer County, Colorado, and (b) that I have read the Stipulation and Order.

2. I understand the terms of the Stipulation and Order, and I agree to be fully bound by the Stipulation and Order. I further understand that any Confidential or Highly Confidential Discovery Material provided to me shall be used only for purposes of this litigation, in accordance with the Stipulation and Order, and shall not be used for any other purpose, including, without limitation, any business or commercial purpose or in connection with any other proceeding or litigation. I hereby submit to the jurisdiction of the District Court, Larimer County, Colorado, for purposes of enforcement of the Order. I understand that violation of the Order is punishable by contempt of Court.

DATED: _____

Signature: _____