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November 6, 2003

Via Federal Express

Ms. Carole J. Washburn, Executive Secretary  
Washington Utilities & Transportation Commission  
1300 S. Evergreen Park Drive SW  
P.O. Box 47250  
Olympia, WA 98504-7250

Re: Docket No. UT-023003, New Generic Cost Docket

Dear Ms. Washburn:

The Commission's Fifteenth Supplemental Order ("Order") in the above-referenced docket requires the parties that moved to strike the Verizon Northwest, Inc. ("Verizon") cost model ("VzCost") to propose a confidentiality agreement to be signed by Verizon help desk personnel and administrators overseeing the model. These parties did not propose such a confidentiality agreement, but this Commission requirement appears to be intended to address concerns the parties expressed with respect to Verizon's access to other parties' access to, and use of, VzCost, including any information conveyed to Verizon personnel involved in assisting or mediating those parties' access or use.

Counsel for AT&T Communications of the Pacific Northwest, Inc., and XO Washington, Inc., in consultation with counsel for WorldCom, Inc., k/n/a MCI, Inc., and Commission Staff (collectively the "Moving Parties"), and counsel for Verizon have discussed how best to address the parties' concerns in light of the Order. While the Moving Parties continue to have concerns about VzCost, they do not believe that their concerns about the confidentiality of their access to, and use of, that model will be addressed by requiring Verizon system administrators and help desk personnel to execute a special confidentiality agreement. Verizon and its witnesses, not Verizon technical support personnel, should be responsible for ensuring the confidentiality of the data that other parties in this proceeding necessarily disclose in the course of accessing or attempting to access VzCost.

Accordingly, rather than propose a special confidentiality agreement, the Moving Parties propose that the Commission issue an order that includes the following provisions:

- (1) Adoption of the "VzCost Security Policy" that Verizon provided as an attachment to its response to the Moving Party's Motion to Strike as a Commission requirement in this proceeding, not simply a Verizon internal policy;
- (2) Extension of the protections in that policy to information provided to Verizon help desk personnel and system administrators, with the following definitions and limitations:
  - (a) Help desk personnel, including those providing the help desk with technical assistance ("Help Desk Personnel") will be employed by Verizon's cost study systems group, and not by its cost study development group, which is responsible for the development of Verizon's cost studies. Help Desk Personnel will be available to answer questions limited to systems issues associated with the web-based nature of the model, such as network or browser problems, navigation through the modules within the model, and systems user errors, and not questions concerning the methodology of the cost studies contained in VzCost. Verizon will be responsible for ensuring that Help Desk Personnel do not disclose the source or content of any information revealed to them by external users to any other person, except for other Help Desk Personnel or as otherwise permitted by the Commission.
  - (b) Verizon will be responsible for ensuring that Help Desk Personnel may disclose the source and content of information revealed to them by an external user if that user, or the party sponsoring that user, discloses or authorizes disclosure of that information, or raises or otherwise puts that information at issue with the Commission in this proceeding; Provided, that the disclosure will be limited only to the persons and the extent necessary to enable Verizon to respond to, or otherwise address, that issue.
  - (c) Verizon will be responsible for ensuring that the protection provided to the source and content of information revealed to Help Desk Personnel by external users will remain in place until the close of the record in this proceeding; Provided that Verizon or its affiliates shall not reveal or otherwise use this information in any other litigation before the Commission, or any other state commission, or any court for a period of two years from the date the information is revealed to Help Desk Personnel unless the external user, the party sponsoring that user, or a party other than Verizon or its affiliates raises or otherwise puts that information at issue with the Commission, the other state commission, or

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the court, and Verizon or its affiliate uses that information only to the extent necessary to enable Verizon or its affiliate to respond to, or otherwise address, that issue.

- (3) Nothing in the foregoing requirements shall be deemed to prohibit Help Desk Personnel from recommending solutions to systems issues of which they become aware, whether from external users or internal Verizon users (or both), so long as in doing so the Help Desk Personnel do not reveal the source or content of any information revealed to them by external users.

Counsel for the Moving Parties have negotiated this proposal with Verizon and understand that Verizon does not object to entry of such an order.

Please contact me if you have any questions about this proposal.

Very truly yours,

Davis Wright Tremaine LLP

Gregory J. Kopta

cc: Parties of Record