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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

NORTH COUNTY  
COMMUNICATIONS  
CORPORATION, a California  
corporation,

Plaintiff/Counter-  
Defendant,

vs.

VERIZON GLOBAL NETWORKS,  
INC., a Delaware corporation; MCI  
COMMUNICATIONS SERVICES,  
INC., dba VERIZON BUSINESS, a  
Delaware corporation; and  
MCIMETRO ACCESS  
TRANSMISSION SERVICES LLC,  
a Delaware limited liability  
company,

Defendants/Counter-  
Claimants.

CASE NO. 08-CV-1518 BEN (WMC)

**HONERABLE WILLIAM M. MCCURINE, JR.**

**JOINT MOTION FOR ENTRY OF  
PROTECTIVE ORDER**

Plaintiff/Counterclaim-Defendant NORTH COUNTY  
COMMUNICATIONS CORPORATION and Defendants/Counterclaimants  
VERIZON GLOBAL NETWORKS, INC., MCI COMMUNICATIONS

1 SERVICES, INC., and MCIMETRO ACCESS TRANSMISSION SERVICES LLC  
2 (the “Parties”), stipulate and agree as follows:

3

4 WHEREAS, the Parties have met and conferred, and agreed that the  
5 entry of a Protective Order will facilitate discovery in this case;

6

7 WHEREAS, the Parties have further negotiated the terms of a  
8 proposed Protective Order, which is being lodged concurrently with this Joint  
9 Motion, and which is also attached hereto as Exhibit A;

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11 THEREFORE, the Parties jointly request that the Court sign the copy  
12 of Exhibit A that has been concurrently lodged (after making any changes that it  
13 believes are appropriate), and order that it be filed in this case.

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1 Date: September 3, 2010

Munger, Tolles & Olson LLP  
JOSEPH D. LEE  
JACOB S. KREILKAMP

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By: s/ Jacob S. Kreilkamp

4

E-mail: jacob.kreilkamp@mto.com

5

Attorneys for Defendants  
VERIZON GLOBAL NETWORKS, INC.,  
MCI COMMUNICATIONS SERVICES,  
INC., and MCIMETRO ACCESS  
TRANSMISSION SERVICES LLC

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8

9 Date: September 3, 2010

Dicks and Workman, APC  
JOSEPH G. DICKS  
LINDA WORKMAN

10

11

By: s/ Joseph G. Dicks

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E-mail: jdicks@dicks-workmanlaw.com

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Attorneys for Plaintiff  
NORTH COUNTY COMMUNICATIONS  
CORPORATION

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**SIGNATURE CERTIFICATION**

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative policies and Procedures manual, I hereby certify that the content of this document is acceptable to Joseph G. Dicks, counsel for North County Communications Corporation, and that I have obtained Mr. Dicks' authorization to affix his electronic signature to this document.

Date: September 3, 2010

Munger, Tolles & Olson LLP  
JOSEPH D. LEE  
JACOB S. KREILKAMP

By: s/ Jacob S. Kreilkamp  
E-mail: jacob.kreilkamp@mto.com

Attorneys for Defendants  
VERIZON GLOBAL NETWORKS, INC.,  
MCI COMMUNICATIONS SERVICES,  
INC., and MCIMETRO ACCESS  
TRANSMISSION SERVICES LLC

# **EXHIBIT A**

# **EXHIBIT A**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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TRANSMISSION SERVICES LLC,  
a Delaware limited liability  
company,

Defendants/Counter-  
Claimants.

CASE NO. 08-CV-1518 BEN (WMC)

**[PROPOSED] PROTECTIVE ORDER**

Pursuant to the Joint Motion for Entry of Protective Order filed by  
Plaintiff/Counterclaim-Defendant NORTH COUNTY COMMUNICATIONS  
CORPORATION and Defendants/Counterclaimants VERIZON GLOBAL  
NETWORKS, INC., MCI COMMUNICATIONS SERVICES, INC., and

1 MCIMETRO ACCESS TRANSMISSION SERVICES LLC (the “Parties”), and it  
2 appearing to the Court that such a Protective Order is necessary and appropriate and  
3 will facilitate discovery, IT IS HEREBY ORDERED as follows:

4 1. **Designation of Confidential or AEO Information.**

5 “CONFIDENTIAL MATERIALS” refers to any materials that are  
6 stamped with “Confidential” or “Confidential -- Subject to Protective Order.” Such  
7 materials may be so designated only if, in the good faith belief of such party and its  
8 counsel, the unrestricted disclosure of such information could be potentially  
9 prejudicial to the business or operations of such party. “AEO MATERIALS” refers  
10 to any materials that are stamped with “AEO,” “Attorneys’ Eyes Only,” or “AEO –  
11 Subject to Protective Order.” Such materials may be so designated only if, in the  
12 good faith belief of such party and its counsel, the information is among that  
13 considered to be most sensitive by the party, including but not limited to trade  
14 secret or other confidential research, development, financial, or other commercial  
15 information. Documents may be designated as CONFIDENTIAL MATERIALS or  
16 AEO MATERIALS at any time, including after a document is produced without  
17 such a designation, with the effect that such document is thereafter subject to the  
18 provisions of this Protective Order, and the earlier failure to designate a document  
19 as CONFIDENTIAL or AEO shall not constitute a waiver of such claim. Any  
20 documents designated as CONFIDENTIAL MATERIALS or AEO MATERIALS  
21 prior to entry of this Order shall be treated the same in all respects as documents  
22 designated as CONFIDENTIAL MATERIALS or AEO MATERIALS after the  
23 entry of this Order. This Order also treats as CONFIDENTIAL MATERIALS oral  
24 communications designated as confidential either orally or in writing.

25 2. **Work Product that Includes CONFIDENTIAL or AEO**  
26 **MATERIALS.**

27 CONFIDENTIAL MATERIALS or AEO MATERIALS also include  
28 those portions of any notes, work papers, or other work product that contains

1 confidential information from documents designated as CONFIDENTIAL or AEO  
2 MATERIALS.

3 3. **Definition of Litigation.**

4 As used herein “Litigation” refers only to the above-captioned action  
5 and any appeals thereof and shall not include any related cases or proceedings.

6 4. **Limitations on Disclosure of Confidential Information.**

7 Discovery materials designated CONFIDENTIAL MATERIALS, and  
8 information derived therefrom, shall be maintained in confidence by the Party to  
9 whom such materials are produced or given. The Party receiving  
10 CONFIDENTIAL MATERIALS shall use them solely for purposes of this  
11 Litigation and not in any other proceeding or litigation; shall not use them for any  
12 other purpose, including, without limitation, any business, investment, or  
13 commercial purpose; and shall not disclose them to any person or entity except the  
14 following qualified recipients:

15 a. The Parties and their counsel, including attorneys, paralegals,  
16 and stenographic and clerical staff employed by such counsel;

17 b. Stenographic employees, court reporters and videographers  
18 recording or transcribing testimony in this Action;

19 c. The Court, settlement officers and/or mediators, and any  
20 members of their staff to whom it is necessary to disclose the information;

21 d. Outside consultants and experts retained by a Party or the  
22 Party’s counsel to assist in this Litigation, or witnesses or deponents in  
23 advance of and in preparation for testimony, provided that each such third  
24 party has been provided a copy of this Protective Order and has signed an  
25 agreement (in a manner and form identical or comparable to Exhibit A  
26 hereto) acknowledging receipt of the Order, their agreement to be bound by  
27 it, and their consent to personal jurisdiction before this Court;  
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1 e. Other persons, provided that (1) the producing party has  
2 consented in writing to disclosure to such other person, and (2) such other  
3 person has been provided a copy of this Protective Order and has signed a  
4 receipt acknowledging the receipt of the Order, their agreement to be bound  
5 by it, and their consent to personal jurisdiction before this Court;

6 f. Deponents in depositions in this Litigation who are provided any  
7 CONFIDENTIAL or AEO MATERIALS, subject to the provisions of  
8 paragraphs 10-12 of this Protective Order; and

9 g. Any copy services or other service providers engaged by the  
10 Parties or their counsel to assist in this Litigation, provided that each such  
11 third party has been provided a copy of the Protective Order and has signed a  
12 receipt acknowledging the receipt of the Order, their agreement to be bound  
13 by it, and their consent to personal jurisdiction before this Court.

14 Discovery materials designated as AEO MATERIALS shall be subject  
15 to the same protections outlined above in this Paragraph 4 with regard to  
16 CONFIDENTIAL MATERIALS, with the additional limitation that they shall not  
17 be disclosed to any non-counsel party representative, with the exception of one (1)  
18 party representative who has executed a copy of Exhibit A, attached hereto.

19 5. **Protection of CONFIDENTIAL and AEO MATERIALS.**

20 Counsel shall take all reasonable and necessary steps to assure the  
21 security of any CONFIDENTIAL MATERIALS and AEO MATERIALS and will  
22 limit access to CONFIDENTIAL MATERIALS and AEO MATERIALS to only  
23 those persons authorized by this order.

24 6. **Retention of Receipts.**

25 Counsel to whom CONFIDENTIAL MATERIALS or AEO  
26 MATERIALS are disclosed shall keep in their files the originals of the signed  
27 receipts required by the Protective Order.  
28

1           7.     **Determination of Confidentiality.**

2           This Protective Order shall not foreclose any party from moving this  
3 Court for an order finding that specific discovery materials are not subject to the  
4 provisions of this Order. Pending the resolution of such a motion, the materials  
5 shall continue to be treated as CONFIDENTIAL or AEO MATERIALS.

6           8.     **Supplemental Orders.**

7           This Protective Order shall not foreclose any party from moving the  
8 Court for an order relieving the party of the effect of the Order or from applying to  
9 the Court for further or additional protective orders. In addition, the Parties may  
10 agree among themselves to a modification of this Protective Order, subject to the  
11 approval of the Court.

12          9.     **Return of CONFIDENTIAL and AEO MATERIALS.**

13          Within thirty (30) days after the final termination of this Litigation,  
14 each person and/or entity who received CONFIDENTIAL MATERIALS or AEO  
15 MATERIALS shall (1) destroy such documents and any copies thereof and provide  
16 written notification of such destruction to the producing party or (2) return such  
17 documents and any copies thereof to the producing party.

18          10.    **Use of CONFIDENTIAL MATERIALS or AEO MATERIALS at**  
19 **Depositions.**

20          If counsel for any Party believes that a question put to a witness being  
21 examined in pretrial deposition will disclose CONFIDENTIAL or AEO  
22 MATERIALS, or that the answer to any question or questions require such  
23 disclosure, or if documents to be used as exhibits during the examination contain  
24 such CONFIDENTIAL or AEO MATERIALS, such counsel may so notify  
25 requesting counsel, and, in that event, that portion of the deposition shall be taken  
26 in the presence only of counsel, supporting personnel identified in Paragraph 4,  
27 parties to the Litigation, the court reporter, video operator and their assistants, and  
28 persons who have signed a receipt acknowledging the receipt of this Protective

1 Order. The court reporter shall indicate in the transcript the portion of the transcript  
2 that is to be kept confidential, and shall mark the cover page of the transcript as  
3 CONFIDENTIAL or AEO. A Party may also designate all or part of a deposition  
4 transcript as CONFIDENTIAL or AEO MATERIAL within 30 days of its receipt  
5 of the transcript by letter to the court reporter, with a copy provided to counsel for  
6 the other Parties.

7 11. **Effect of Confidential Designation of Deposition Transcripts.**

8 The transcript or portions of the transcripts of depositions that have  
9 been designated confidential shall be treated as CONFIDENTIAL MATERIALS.  
10 The transcript or portions of the transcripts of depositions that have been designated  
11 AEO shall be treated as AEO MATERIALS.

12 12. **Use of Transcripts of Depositions.**

13 No copy of the portion of any deposition transcript that is designated  
14 in whole or in part as containing CONFIDENTIAL MATERIALS or AEO  
15 MATERIALS shall be prepared for or furnished by the reporter to any person other  
16 than to counsel for parties, and shall be provided only to the relevant persons  
17 identified in paragraph 4.

18 13. **Privileges.**

19 Except as expressly set forth herein, nothing in this Protective Order  
20 shall modify the law regarding the attorney-client privilege, the attorney work-  
21 product privilege, or trade secret or other confidential research, development, or  
22 commercial information.

23 Pursuant to Federal Rules of Evidence 502(d) and (e), neither the  
24 attorney-client privilege nor the work product doctrine shall be waived by  
25 disclosure of any document or information by any Party to any other Party or by  
26 any third party providing documents in response to a subpoena issued in connection  
27 with this case. No Party shall assert that any other Party or third party has waived  
28 any such privilege or protection solely as a result of such disclosure of documents

1 or information subject to a claim of privilege or protection, whether or not such  
2 production or disclosure was preceded by any review or effort to identify such  
3 privileged or protected documents or information prior to production. Nothing  
4 contained herein, however, shall preclude or restrict the right of any Party or third  
5 party (1) to perform a review for the purpose of identifying privileged or protected  
6 documents or information prior to the disclosure thereof if the Party or third party  
7 chooses to do so, or (2) to withhold the production or disclosure of any document or  
8 information that the Party or third party believes to be privileged or protected.

9 14. **Use of CONFIDENTIAL MATERIALS and AEO MATERIALS**  
10 **in Discovery, Motions, and Trial.**

11 CONFIDENTIAL MATERIALS and AEO MATERIALS may be used  
12 in support of or in opposition to any motion, at any motion hearing, to prepare for  
13 and conduct discovery, and to prepare for trial, all subject to provisions of this  
14 Protective Order or any further order regarding confidentiality as this Court may  
15 enter.

16 15. **Use of CONFIDENTIAL MATERIALS and AEO MATERIALS**  
17 **in Other Proceedings.**

18 No CONFIDENTIAL MATERIALS or AEO MATERIALS may be  
19 used in connection with any litigation, matter, or proceeding other than the  
20 Litigation, without a court order to that effect.

21 16. **Filing Under Seal.**

22 In the event that any party to this litigation discloses CONFIDENTIAL  
23 MATERIALS or AEO MATERIALS in any pleading, court filing, attachment or  
24 exhibit thereto, or other papers filed with the Court pre-trial, the disclosing party  
25 shall seek permission from the Court to file the CONFIDENTIAL MATERIALS or  
26 AEO MATERIALS in question under seal; and also provided, however, that the  
27 paper shall be furnished to the Court and the attorneys for the Parties, and a  
28 duplicate copy with the confidential information deleted will be placed in the public

1 record insofar as possible. The Parties acknowledge that designation of materials as  
2 CONFIDENTIAL MATERIALS or AEO MATERIALS does not automatically  
3 entitle the Parties to have such information filed under seal and that any application  
4 to file documents under seal should seek to file under seal only those portions of the  
5 documents that contain confidential information, *see, e.g., Kamaka v. City &*  
6 *County of Honolulu*, 447 F.3d 1172, 1178-81 (9th Cir. 2006), and should be made  
7 to the judicial officer presiding over the proceedings in question. Any party filing  
8 materials designated as CONFIDENTIAL MATERIALS or AEO MATERIALS by  
9 another party shall state in its application to file under seal that the reason for the  
10 application is the filing's inclusion of materials designated as CONFIDENTIAL  
11 MATERIALS or AEO MATERIALS by another party pursuant to the terms of this  
12 order, and shall give notice to the designating party. Such an application is  
13 sufficient to comply with the terms of this paragraph, and to the extent necessary, it  
14 shall be the producing party's burden to demonstrate, through appropriate  
15 submissions to the Court, the need for sealing of such CONFIDENTIAL or AEO  
16 MATERIALS.

17 **17. Use at a Hearing or Trial.**

18 Nothing in this Protective Order shall preclude the use of discovery  
19 materials designated CONFIDENTIAL MATERIALS or AEO MATERIALS in a  
20 hearing or trial. Subject to the discretion of the Court, a party may request that the  
21 Court maintain the confidentiality of discovery material designated  
22 CONFIDENTIAL MATERIALS or AEO MATERIALS during all court  
23 proceedings, including the trial or any appeal of this action; provided, however, that  
24 nothing herein prevents any other party from opposing such request. Any party  
25 who wishes to submit CONFIDENTIAL MATERIALS or AEO MATERIALS to  
26 the Court in connection with trial or a hearing must notify the producing party  
27 seven (7) business days prior to such trial or hearing, to allow the producing party  
28 sufficient opportunity to move the Court to take appropriate measures to preserve

1 the confidentiality of the CONFIDENTIAL or AEO MATERIALS. If, under the  
2 circumstances, seven (7) business days advance notice is impractical, a party shall  
3 give advance notice that is reasonable under the circumstances to the producing  
4 party, which shall in no event be less than 24 hours prior to submission. If it is not  
5 practical to provide any advance notice to the producing party, then a party seeking  
6 to disclose CONFIDENTIAL MATERIALS or AEO MATERIALS in any  
7 proceeding before the Court shall so inform the Court, and the Court can decide  
8 what precautions, if any, are appropriate to protect CONFIDENTIAL or AEO  
9 MATERIALS, including how exhibits containing CONFIDENTIAL MATERIALS  
10 or AEO MATERIALS shall be used or filed to maintain their confidentiality.

11 **18. Return of Documents.**

12 Within five business days of notification that a document or other  
13 discovery material has been inadvertently produced and/or that a claim of attorney-  
14 client privilege, attorney work product, or other applicable privilege or protection  
15 will be made with regard to such document or other discovery material, the party  
16 receiving such notice shall promptly return or, at the producing party's option,  
17 destroy any and all copies of such document or other discovery material and shall  
18 refrain from utilizing said document or discovery material in any manner or form  
19 including specifically, but not exclusively, use during the course of a deposition,  
20 review with witnesses, or any other disclosure or review whatsoever. Within five  
21 business days of the notification that such document or discovery material has been  
22 returned or destroyed, the disclosing party shall produce a privilege log with respect  
23 to such document or discovery material. Nothing in this paragraph shall prevent a  
24 receiving party from challenging the producing party's designation of the document  
25 or discovery as subject to attorney-client privilege, attorney work product, or other  
26 applicable privilege or protection or otherwise not subject to production, provided  
27 that (a) any review by the Court of the materials in question is conducted *in*  
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1 camera, and (b) the challenge shall not assert as ground or basis that the producing  
2 party waived any privilege or protection because of the disclosure thereof.

3 19. **Actions to Protect CONFIDENTIAL or AEO MATERIALS.**

4 In the event that a court of competent jurisdiction determines that there  
5 is an actual or threatened breach of the agreement by the party who received the  
6 CONFIDENTIAL or AEO MATERIALS, the Parties agree that the party providing  
7 the CONFIDENTIAL MATERIALS or AEO MATERIALS would not have an  
8 adequate remedy at law and would be entitled to specific performance, and/or  
9 injunctive relief, to enforce the terms of this Protective Order, in addition to any  
10 other remedy to which the party may be entitled at law or in equity.

11 20. **Discovery Disputes Concerning Application of this Order.**

12 Any party to this litigation objecting to the designation of any  
13 CONFIDENTIAL MATERIALS or AEO MATERIALS during this Litigation or  
14 the application of any provision of this Protective Order may seek an order vacating  
15 the designation or the application of said provision. The designating party shall  
16 have the burden of demonstrating that the material or testimony should be given  
17 confidential treatment or other protection.

18 21. **Notice of Court Subpoena or Order.**

19 If another court or government or administrative agency subpoenas or  
20 orders production of CONFIDENTIAL MATERIALS or AEO MATERIALS that a  
21 party has obtained under the terms of this Protective Order, such party shall within  
22 five (5) business days notify the attorneys of record of the party or other person  
23 who produced the CONFIDENTIAL MATERIALS or AEO MATERIALS of the  
24 pendency of such subpoena or order, and shall furnish those attorneys of record  
25 with a copy of said subpoena or order and shall not produce any CONFIDENTIAL  
26 MATERIALS or AEO MATERIALS for a period of at least five (5) days after  
27 providing the required notice to the producing party. If, within five (5) days of  
28 receiving such notice, the producing party gives notice to the receiving party that

1 the producing party opposes production of some or all of the CONFIDENTIAL  
2 MATERIALS or AEO MATERIALS in the receiving parties' possession, custody  
3 or control, the receiving party shall so inform the party seeking the Confidential  
4 Materials from the receiving party and shall explain, citing this Order, that  
5 production of the CONFIDENTIAL MATERIALS or AEO MATERIALS is  
6 prohibited by this Order except pursuant to a court order requiring compliance with  
7 the subpoena, order or other legal process. The producing party shall be solely  
8 responsible for any objection to the requested production. Nothing herein shall be  
9 construed as requiring the receiving party or anyone else covered by this Order to  
10 challenge or appeal any order requiring production of CONFIDENTIAL  
11 MATERIALS or AEO MATERIALS covered by this Order, or to subject itself to  
12 any penalties for non-compliance with any legal process or order, or to seek any  
13 relief from this Court. In the event CONFIDENTIAL MATERIALS or AEO  
14 MATERIALS are produced to a non-party to this Order, such CONFIDENTIAL or  
15 AEO MATERIAL shall continue to be treated as CONFIDENTIAL or AEO  
16 MATERIAL in accordance with this Order.

17 22. **No Waiver of Rights.**

18 Nothing in this Protective Order shall be deemed a waiver of any of  
19 the Parties' rights to oppose any discovery on any grounds or to object on any  
20 ground to the admission in evidence at any motion hearing or the trial of this  
21 Litigation of any matter discovered.

22 23. **Effect on Scope of Discovery.**

23 Nothing in this Protective Order shall in any way expand or limit the  
24 permissible scope of discovery in this Litigation.

25 24. **Other Parties and Third Parties.**

26 Other parties to this Litigation, including any additional parties that  
27 join or are joined in this Litigation, may have access to CONFIDENTIAL  
28 MATERIALS or AEO MATERIALS only by additional order of the Court or by



1 the party's executing and filing with the Court a stipulation agreeing to be fully  
2 bound by this Protective Order. Third parties providing discovery materials in  
3 response to a subpoena may gain the benefits of this Order with respect to any  
4 documents or discovery materials they produce by executing the receipt described  
5 in paragraph 4(f) above; by so signing, those parties will also assume all the duties  
6 and obligations required under this Order.

7 **25. Party's Use of Own CONFIDENTIAL or AEO MATERIALS.**

8 This Protective Order has no effect upon, and shall not apply to, a  
9 producing party's use of its own CONFIDENTIAL MATERIALS or AEO  
10 MATERIALS for any purpose.

11 **26. Miscellaneous Provisions.**

12 It is expressly understood by and between the Parties that in producing  
13 CONFIDENTIAL MATERIALS or AEO MATERIALS in this Litigation, the  
14 Parties are relying upon the terms and conditions of the Protective Order.

15 This Protective Order shall continue in force until amended or  
16 superseded by express order of the Court, and shall survive any final judgment or  
17 settlement in this Action.

18 This Protective Order is subject to further court order based upon  
19 public policy or other reasons and may be modified *sua sponte* in the interests of  
20 justice.

21 This the \_\_\_\_ day of \_\_\_\_\_, 2010

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25 HON. WILLIAM MCCURINE, JR.  
26 UNITED STATES MAGISTRATE JUDGE  
27 UNITED STATES DISTRICT COURT  
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**EXHIBIT A**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the Protective Order entered in this action, Case No. 08-CV-1518 BEN WMC, and hereby agree to comply with and be bound by the terms and conditions of said Order with respect to the handling, use, and disclosure of all CONFIDENTIAL MATERIALS or AEO MATERIALS, as defined by the Order. I also hereby consent to the jurisdiction of the above captioned Court for purposes of enforcing this Order.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

1 JOSEPH D. LEE (State Bar No. 110840)  
 Joseph.Lee@mto.com  
 2 JACOB S. KREILKAMP (State Bar No. 248210)  
 Jacob.Kreilkamp@mto.com  
 3 MUNGER, TOLLES & OLSON LLP  
 355 South Grand Avenue  
 4 Thirty-Fifth Floor  
 Los Angeles, CA 90071-1560  
 5 Telephone: (213) 683-9100  
 Facsimile: (213) 687-3702

6 Attorneys for Defendants/Counterclaim Plaintiffs  
 7 VERIZON GLOBAL NETWORKS, INC, MCI  
 COMMUNICATIONS SERVICES, INC., dba  
 8 VERIZON BUSINESS, and MCIMETRO ACCESS  
 TRANSMISSION SERVICES LLC

9 UNITED STATES DISTRICT COURT  
 10 SOUTHERN DISTRICT OF CALIFORNIA

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 12 NORTH COUNTY  
 13 COMMUNICATIONS  
 CORPORATION, a California  
 14 corporation,

15 Plaintiff/Counter-  
 Defendant,

16 vs.

17 VERIZON GLOBAL NETWORKS,  
 18 INC., a Delaware corporation; MCI  
 COMMUNICATIONS SERVICES,  
 19 INC., dba VERIZON BUSINESS, a  
 Delaware corporation; and  
 20 MCIMETRO ACCESS  
 TRANSMISSION SERVICES LLC, a  
 21 Delaware limited liability company,

22 Defendants/Counter-  
 Claimants

CASE NO. 08-CV-1518 BEN WMC

**CERTIFICATE OF SERVICE**

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**PROOF OF SERVICE VIA CM/ECF**

I, the undersigned, declare that I am over the age of 18 and not a party to the within cause. I am employed by Munger, Tolles & Olson LLP in the County of Los Angeles, State of California. My business address is 355 South Grand Avenue, Thirty-Fifth Floor, Los Angeles, California 90071-1560.


I hereby certify that on September 3, 2010, I used the CM/ECF system for transmittal of a Notice of Electronic Filing to all attorneys of record in this case registered for CM/ECF service of the filing of Defendants/Counterclaim Plaintiffs Verizon Global Networks, Inc., MCI Communications Services, Inc., dba Verizon Business, and MCImetro Access Transmission Services LLC's **JOINT MOTION FOR ENTRY OF PROTECTIVE ORDER**.

I hereby certify that a copy of Defendants/Counterclaim Plaintiffs Verizon Global Networks, Inc., MCI Communications Services, Inc., dba Verizon Business, and MCImetro Access Transmission Services LLC's **JOINT MOTION FOR ENTRY OF PROTECTIVE ORDER** was served electronically on September 3, 2010, on the following individual:

Joseph Gary Dicks  
jdicks@dicks-workmanlaw.com  
Dicks & Workman, A.P.C.  
750 B Street, Suite 2720  
San Diego, CA 92101

I declare that I am employed in the office of a member of the Bar of California, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 3, 2010, at Los Angeles, California.

  
\_\_\_\_\_  
Anna Velasquez

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