

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the matter of the petition of)	DOCKET UT-073033
)	
QWEST CORPORATION)	ORDER 01
)	
For Commission Approval of 2007)	
Additions to Non-Impaired Wire Center)	PROTECTIVE ORDER
List)	
)	
.....)	

1 The Washington Utilities and Transportation Commission (Commission) finds that a protective order to govern disclosure of proprietary and confidential information is necessary in this proceeding. Qwest Corporation and Covad Communications Company, Eschelon Telecom, Inc., McLeodUSA Telecommunications Services, Inc., Integra Telecom of Washington, Inc. and XO Communications Services, Inc. (Joint Competitive Local Exchange Carriers (CLECs)) request the Commission enter a protective order in this docket based on the protective order, Order 01, entered in Docket UT-053025. The Commission considered their request, and finds as follows:

- (a) This proceeding involves a petition by Qwest Corporation for Commission approval of Qwest’s 2007 additions to its non-impaired wire center list;
- (b) It is likely that confidential competitive information and highly confidential trade secret information will be required to resolve the issues in this proceeding;
- (c) Absent a protective order, a significant risk exists that highly confidential information might become available to persons who have no legitimate need for such information and that injury to the information provider or third parties could result;

(d) In accordance with WAC 480-07-420(2), the Commission finds that it is necessary to protect the confidentiality of certain information asserted by Qwest Corporation (Qwest) and the joint CLECs to be highly confidential. This is consistent with the Commission's practice in prior cases involving contentions that certain documents require heightened protection to facilitate discovery, and is consistent with the requirements of WAC 480-07-423.

2 Accordingly, the Commission enters this Protective Order pursuant to RCW 35.05.446 to govern the discovery and use of confidential and highly confidential information in this proceeding.

ORDER

A. General Provisions

3 **Confidential and Highly Confidential Information.** All access, review, use, and disclosure of any material designated by a participant in this proceeding as Confidential (referred to in this Order as "Confidential Information") or Highly Confidential (referred to in this Order as "Highly Confidential Information") is governed by this Order and by WAC 480-07-160. Confidential Information is information that (1) might compromise the ability of Qwest or a CLEC to compete fairly or that otherwise might impose a business risk if disseminated without the protections provided in this Order, or (2) reflect Customer Proprietary Network Information, as defined by 47 U.S.C. § 222. Highly Confidential Information includes, but is not limited to, sensitive financial information or information that might provide a benefit to competitors engaged in developing, planning, marketing, or selling products or services, determining the costs thereof, or designing prices thereof to be charged to customers.

4 The Commission requires participants to provide complete confidential and redacted versions of all documents filed with the Commission in this proceeding in the manner described below. The Commission requires participants to redact Confidential and Highly Confidential Information from all public versions of documents filed with the

Commission. The Commission may reject a filing or any other submission that fails to segregate Confidential and Highly Confidential Information, or categorizes public information as Confidential or Highly Confidential.

5 Information or documents provided in this proceeding showing the identity of any fiber-based collocators in a wire center must be designated as Confidential. Similarly, any information or documents provided in this proceeding showing the identity of a telecommunications carrier's business lines or line counts must be provided in a "masked" format, identifying the information using a code, and must be designated as Confidential. Each individual carrier will be provided their own code to verify data concerning that carrier. Commission Staff will be provided a code for every carrier identified in the information or documents provided.

6 **Non-disclosure Agreement.** Before being allowed access to any Confidential or Highly Confidential Information designated for this docket, each counsel, expert, employee or member of their respective administrative staffs of a participant who seeks access to Confidential or Highly Confidential Information must agree to comply with and be bound by this Order in the form of Exhibit A (Attorneys), Exhibit B (Experts), or Exhibit C (Highly Confidential Information) attached to this Order. Counsel for the participant seeking access to the Confidential or Highly Confidential Information must deliver to counsel for the participant producing Confidential or Highly Confidential Information a copy of each signed agreement, which must show each signatory's full name, employer, position and responsibilities, permanent address, and the participant with whom the signatory is associated. The participant seeking access must also send a copy of the agreement to the Commission.

7 At least ten (10) days prior to disclosing any Confidential or Highly Confidential Information to any outside expert or employee of a participant pursuant to an Exhibit B Agreement or to any outside expert pursuant to an Exhibit C Agreement attached to this Order, the disclosing participant shall notify the other participants of the name, address and business affiliation of the proposed expert. During that ten-day period, any participant may object in writing to the designation of any outside expert or employee as a person who may review Confidential Information or to the designation of any outside expert as a person who may review Highly Confidential Information. Written response to any objection must be filed within five (5) days after receipt of

the objection. For good cause shown, the Commission may order that the information not be disclosed. While any objection is pending, no Confidential or Highly Confidential Information may be disclosed to the proposed expert or employee.

8 **Admission of Confidential and Highly Confidential Information under Seal.** The portions of the record of this proceeding containing Confidential or Highly Confidential Information will be sealed for all purposes, including administrative and judicial review, and must not be examined by any person except under conditions that continue to preserve the confidentiality of the information, unless such Confidential and Highly Confidential Information is released from the restrictions of this Order, either through the agreement of the parties or pursuant to a lawful order of the Commission or of a court having jurisdiction to do so.

9 **Right to Challenge Admissibility.** Nothing in this Order may be construed to restrict any participant's right to challenge the admissibility or use of any Confidential or Highly Confidential Information on any ground other than confidentiality, including but not limited to competence, relevance, or privilege.

10 **Right to Challenge Confidentiality.** Any participant may challenge another participant's contention that information should be entitled to protection under this Order. The burden of proof to show that such information is properly classified as confidential is on the participant asserting confidentiality. The presiding officer will conduct an *in camera* hearing to determine whether the information shall be accorded protection under the terms of this Order. Pending determination, the challenged information shall be treated in all respects as protected under the terms of this Order.

11 The presiding officer may challenge a participant's assertion of confidentiality by notice to all participants in the proceeding.

12 If the presiding officer determines the challenged information is not entitled to protection under this Order, the information continues to be protected under this Order for ten days thereafter to enable the producing participant to seek Commission or judicial review of the determination, including a stay of the decision's effect pending further review.

- 13 **Freedom of Information Laws.** Until the Commission or any court having jurisdiction finds that any particular Confidential or Highly Confidential Information is not of a trade secret, proprietary, or confidential nature, any federal agency that has access to and/or receives copies of the Confidential or Highly Confidential Information must treat the Confidential or Highly Confidential Information as within the exemption from disclosure provided in the Freedom of Information Act at 5 U.S.C. § 552 (b)(4); and any Washington state agency that has access to and/or receives copies of the Confidential or Highly Confidential Information must treat the Confidential or Highly Confidential Information as being within the exemption from disclosure provided in RCW 42.17.310(1)(h) and (q).
- 14 **Notice of Compelled Production in Other Jurisdictions.** If a signatory to this Protective Order is compelled to produce Confidential or Highly Confidential documents in any regulatory or judicial proceeding by the body conducting the proceeding, the signatory must provide notice to the participant that provided the Confidential or Highly Confidential Information. Such Confidential and Highly Confidential Information must not be produced for at least ten business days following notice, to permit the participant that provided the information an opportunity to defend the Confidential or Highly Confidential nature of the material before the regulatory or judicial body that would compel production. Disclosure after that date, in compliance with an order compelling production, is not a violation of this Order.
- 15 **Modification.** The Commission may modify this Order on motion of a participant or on its own motion upon reasonable prior notice to the participants and an opportunity for hearing.
- 16 **Return of Confidential and Highly Confidential Information.** Within thirty (30) days after the conclusion of this proceeding, including any appeals from that litigation, every person who possesses any Confidential or Highly Confidential Information (including personal notes that make substantive reference to Confidential or Highly Confidential Information and transcripts of any depositions to which a claim of confidentiality is made), must return all such information to the participant that produced it and destroy any notes or correspondence protected by the attorney-client privilege or work product doctrine that refers to such information, or at the

producing participant's election, must certify in writing that all copies and substantive references to such information have been destroyed. These provisions apply to all copies of exhibits that contain Confidential or Highly Confidential information and for that reason were admitted under seal. The only exceptions are that counsel may retain exhibits as counsel records, for only so long as they represent the participant in this proceeding, and that the Commission will retain a complete record of the testimony and documentary evidence admitted to the record or refused admission, including Confidential and Highly Confidential Information, as part of the Agency's official records.

17 **Inadvertent Production.** All written Confidential Information or Highly Confidential Information covered by this Agreement shall be identified by the disclosing party with a restrictive legend or marking on the face of the writing that clearly designates the information contained in the writing as Confidential or Highly Confidential; *provided, however*, that written Confidential Information or Highly Confidential Information inadvertently produced without such designations will be deemed Confidential Information or Highly Confidential Information and treated as such under this Agreement if all Parties are notified of the inadvertent omission and the written information is properly designated as Confidential or Highly Confidential or otherwise subject to this Agreement in accordance with the provisions of this Order.

18 In the event that Confidential Information or Highly Confidential Information subject to the protections of this Agreement is inadvertently produced to any participant without a Confidential or Highly Confidential designation, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim that such information is covered by the Agreement provided that: (i) the participant seeking protection under the Agreement notifies the receiving participant or participants of the inadvertent disclosure within fourteen (14) business days of producing the subject documents or information; and (ii) reproduces the subject documents or information with the appropriate designations within two (2) business days of providing notice of the inadvertent production to the other participant or participants.

- 19 **Purpose of Access and Use; Confidentiality.** No Confidential or Highly Confidential Information distributed or obtained pursuant to this Protective Order may be requested, reviewed, used or disclosed by any participant or counsel having access pursuant to this Order, except for purposes of this proceeding. Persons having access to Confidential or Highly Information pursuant to this order must request, review, use, or disclose such information only by or to persons authorized under this Order, and only in accordance with the terms specified in this Order.
- 20 **Violation of this Order.** Violation of this Order by any participant to this proceeding or by any other person bound by this Order by unauthorized use or unauthorized divulgence of Confidential or Highly Confidential Information may subject such participant or person to liability for damages and shall subject such participant to penalties as generally provided by law, including, but not limited to, the provisions of RCW 80.04.380-.405.

B. Confidential Information

- 21 Participants must scrutinize potentially Confidential material, and limit the amount they designate “Confidential Information” to only information that (1) truly might compromise their ability to compete fairly or that otherwise might impose a business risk if disseminated without the protections provided in this Order, or (2) reflects Customer Proprietary Network Information as defined in 47 U.S.C. § 222. The first page and individual pages of a document determined in good faith to include Confidential Information must be marked as follows: **“Confidential Per Protective Order in WUTC Docket UT-073033.”**
- 22 Placing a “Confidential” stamp on the first page of a document indicates only that one or more pages contains Confidential Information and will not serve to protect the entire contents of a multi-page document. Each page that contains Confidential Information must be marked separately to indicate where Confidential Information is redacted. The unredacted versions of each page containing Confidential Information and provided under seal also must be marked “Confidential” and submitted on light yellow paper with references (i.e., highlighting) to where Confidential Information is redacted in the original document.

23 **Confidential and Redacted Versions.** Because the participants and the Commission are manipulating data and handling a number of open cases, and because confidentiality is significant, the Commission requires **complete confidential and redacted versions of all documents.** This requirement extends to electronic versions, as well, and requires that **all diskettes** and **all electronic mail** specify whether the file is confidential, redacted, or public.

- (a) If a witness has a Confidential portion of her testimony, the sponsoring participant must provide a complete redacted version of the testimony and a complete Confidential version, with Confidential pages on light yellow paper.
- (b) Participants must submit (at least) two diskettes and e-mail attachments – one with the electronic version of the Confidential text and one with the electronic version of the redacted text.
 - (i) Participants **MUST** identify the Confidential diskettes with prominent red markings and the word “Confidential” in addition to the contents and the docket number. The others must be prominently labeled “redacted” or “public.”
 - (ii) Participants **MUST** identify each Confidential digital file with a C in the file name and **MUST** have the legend **“CONFIDENTIAL PER PROTECTIVE ORDER IN WUTC DOCKET UT-073033”** prominently displayed on the first page (i.e., the page that appears on the computer screen when the file is opened).

24 **Persons Permitted Access.** Subject to the execution of an agreement contained in Exhibit A, B or C, no Confidential Information will be made available to anyone other than a) Commissioners, b) the Washington Utilities and Transportation Commission Staff (“Commission Staff”), c) the presiding officer(s), d) counsel of record for the participants in this proceeding, e) in-house counsel for participants who are responsible for overseeing this proceeding, including any administrative or judicial review, f) court reporters, g) representatives or employees of a participant that

produces the Confidential Information, h) persons identified on a document as an author of the document in part or in whole, or persons to whom a copy of such document was sent prior to its production in this proceeding, or persons who had access to the document prior to its production in this proceeding, i) outside experts, designated pursuant to the procedures set forth in this Order, j) any mediator approved by all of the participants, and k) employees of a participant who have a need to know for the purpose of presenting that party's case in this proceeding and are not engaged in developing, planning, marketing, or selling products or services, determining the costs thereof, or designing prices thereof to be charged or potentially charged to customers.

25 Nothing shall prevent the participants from agreeing, expressly or by not objecting pursuant to the filing of an Exhibit B Agreement attached to this Order pursuant to paragraph 6, to permit any additional persons to have access to Confidential Information.

26 If the participants do not agree, or Qwest or a CLEC objects, to disclosure of Confidential Information to a person who does not fit into one of the categories in paragraph 21 above, the participant seeking to permit that person to have access to Confidential Information may file a motion seeking permission to disclose Confidential Information to that person and may present evidence supporting its motion. In order to facilitate an expeditious resolution, any participant objecting to the motion must file a response within three business days of service of the motion. A reply may be filed within one business day of service of the objection. Staff of counsel, with the exclusion of staff of a non-producing participant who are involved in competitive decision making on behalf of that party, and staff of designated outside experts who are authorized to review Confidential Information may have access to such information for purposes of processing the case, including but not limited to, receiving and organizing discovery, and preparing prefiled testimony, hearing exhibits, and briefs. Outside counsel and experts are responsible for appropriate supervision of their staff to ensure the protection of all Confidential Information consistent with the terms of this Order.

27 **Reference to Confidential Information.** If counsel or persons afforded access to Confidential Information refer to such information orally or in writing during any part of this proceeding, any public reference (i.e., any reference that will not be placed in a sealed portion of the record) shall be solely by title, exhibit reference, or some other description that will not disclose the substantive Confidential Information contained in the document. Any other written reference shall be segregated and marked “Confidential Information,” as appropriate, and access to it shall be given solely to persons who are authorized access to the information under this Order. The participants must not disclose to any person not bound by the terms of this Order any Confidential Information that has been referenced in this proceeding.

28 Designated counsel and experts will maintain the Confidential documents and information and any notes reflecting their contents in a secure location to which only those individuals and their administrative staff working on this matter have access.

29 All Confidential Information, including any documents prepared that include such information, must be maintained in the secure location until filed with the Commission or removed to the hearing room for production under seal and under circumstances that will ensure continued protection from disclosure to persons not entitled to review Confidential documents or information. Counsel will provide prior notice to the presiding officer, of any intention to introduce such material at hearing, or refer to such materials in argument, testimony, or cross-examination of a witness. The presiding officer will determine the process for including such documents or information following consultation with the parties, and will, if necessary, clear the hearing room of persons not bound by this Order or take such other action as is appropriate in the circumstances. The goal is to protect each participant’s rights with respect to Confidential Information while allowing all participants the latitude to present the evidence necessary to their respective cases.

C. Highly Confidential Information

30 Participants must scrutinize potentially Highly Confidential material, and strictly limit what they designate as “Highly Confidential Information” to only information that truly might reveal sensitive financial information or information that might provide a benefit to competitors engaged in developing, planning, marketing or selling products

or services, determining the costs thereof, or designing prices thereof to be charged to customers. The first page and individual pages of a document determined in good faith to include Highly Confidential Information must be marked as follows: **“Highly Confidential Per Protective Order in WUTC Docket UT-073033.”**

31 Placing a “Highly Confidential” mark on the first page of a document indicates only that one or more pages contains Highly Confidential Information and will not serve to protect the entire contents of a multi-page document. Each page that contains Highly Confidential Information must be marked separately to indicate where Highly Confidential Information is redacted. The unredacted versions of each page containing Highly Confidential Information and provided under seal also must be marked “Highly Confidential” and submitted on light blue paper with references (*i.e.*, highlighting) to where Highly Confidential Information is redacted in the original document.

32 **Highly Confidential and Redacted Versions.** Participants must file **complete confidential (i.e., unredacted) and redacted versions of all documents** with the Commission, This includes electronic versions, and requires that all diskettes and all electronic mail specify whether the file is Highly Confidential, redacted, or public.

- (a) If a witness has a Highly Confidential portion of her testimony, the sponsoring participant must provide a complete redacted version of the testimony and a complete Highly Confidential version, with Highly Confidential pages on light blue paper.
- (b) Participants must submit (at least) two diskettes and e-mails attachments – one with the electronic version of the Highly Confidential text and one with the electronic version of the redacted text.
 - (i) Participants **MUST** identify the Highly Confidential diskettes with prominent red markings and the word “Highly Confidential” in addition to the contents and the docket number. The others must be prominently labeled “redacted” or “public”.

- (ii) Participants MUST identify each Highly Confidential digital file with a HC in the file name and MUST have the legend **“HIGHLY CONFIDENTIAL PER PROTECTIVE ORDER IN WUTC DOCKET UT-073033”** prominently displayed on the first page (i.e., the page that appears on the computer screen when the file is opened).

33 **Persons Permitted Access.** Subject to the execution of an agreement contained in Exhibit C, no Highly Confidential Information will be made available to anyone other than a) Commissioners, b) the Washington Utilities and Transportation Commission Staff (“Commission Staff”), c) the presiding officer(s), d) counsel of record for the participants in this proceeding, e) in-house counsel for participants who are responsible for overseeing this proceeding, including any administrative or judicial review, f) court reporters, g) representatives or employees of a participant that produces the Highly Confidential Information, h) persons identified on a document as an author of the document in part or in whole, or persons to whom a copy of such document was sent prior to its production in this proceeding, or persons who had access to the document prior to its production in this proceeding, i) former employees of any party who have stated under oath, either in a declaration or as part of a transcribed proceeding, that they were responsible for the specific type of Highly Confidential Information proposed to be made available to them while employed by a participant, j) outside experts, designated pursuant to the procedures set forth in this Order, and) any mediator approved by all of the participants.

34 Nothing shall prevent a participant producing Highly Confidential Information from agreeing in writing to permit any additional persons to have access to Highly Confidential Information.

35 If the participants do not agree, or Qwest or a CLEC objects, to disclosure of Highly Confidential Information to a person who does not fit into one of the categories in paragraph 30 above, the participant seeking to permit that person to have access to Highly Confidential Information may file a motion seeking permission to disclose Highly Confidential Information to that person and may present evidence supporting its motion. In order to facilitate an expeditious resolution, any participant or company

objecting to the motion must file a response within three business days of service of the motion. A reply may be filed within one business day of service of the objection.

- 36 Staff of counsel, with the exclusion of staff of a non-producing participant who are involved in competitive decision making on behalf of that party, and staff of designated outside experts who are authorized to review Highly Confidential Information may have access to Highly Confidential documents or information for purposes of processing the case, including but not limited to, receiving and organizing discovery, and preparing prefiled testimony, hearing exhibits, and briefs. Outside counsel and experts are responsible for appropriate supervision of their staff to ensure the protection of all Highly Confidential Information consistent with the terms of this Order.
- 37 Designated counsel and experts will maintain the Highly Confidential documents and information and any notes reflecting their contents in a secure location to which only those individuals and their administrative staff working on this matter have access.
- 38 All Highly Confidential Information, including any documents prepared that include such information, must be maintained in the secure location until filed with the Commission or removed to the hearing room for production under seal and under circumstances that will ensure continued protection from disclosure to persons not entitled to review Highly Confidential documents or information. Counsel will provide prior notice to the presiding officer, of any intention to introduce such material at hearing, or refer to such materials in argument, testimony, or cross-examination of a witness. The presiding officer will determine the process for including such documents or information following consultation with the participants, and will, if necessary, clear the hearing room of persons not bound by this Order or take such other action as is appropriate in the circumstances. The goal is to protect each participant's or company's rights with respect to Highly Confidential Information while allowing all participants the latitude to present the evidence necessary to their respective cases.

39

Reference to Highly Confidential Information. If counsel or persons afforded access to Highly Confidential Information refer to such information orally or in writing during any part of this proceeding, any public reference (i.e., any reference that will not be placed in a sealed portion of the record) shall be solely by title, exhibit reference, or some other description that will not disclose the substantive Highly Confidential Information contained in the document. Any other written reference shall be segregated and marked “Highly Confidential Information,” as appropriate, and access to it shall be given solely to persons who are authorized access to the information under this Order. The participants must not disclose to any person not bound by the terms of this Order any Highly Confidential Information that has been referenced in this proceeding.

- (a) All deposition testimony shall be treated as Highly Confidential Information for a period of time (the “Designation Period”) up to ten calendar days after the court reporter notifies the parties in writing that the transcript of the testimony is available. If notification is by mail, it shall be effective five business days after mailing. If notification is by email, facsimile or messenger, it shall be effective the business day following delivery. At any time during the Designation Period, any participant may designate any particular testimony as Confidential or Highly Confidential Information by notifying the court reporter and all participants in writing. Upon receipt of such notice, all persons receiving notice shall promptly stamp the relevant portions of all copies of the transcript or other record with the legend, “This transcript/record contains Highly Confidential Information,” or “This transcript/record contains Confidential Information,” as required, and treat it as such pursuant to the terms of this Order.
- (b) Any participant may also designate any deposition testimony as Confidential or Highly Confidential Information on the record at the deposition, at which time it shall be treated as such pursuant to the terms of this Order. If any Confidential or Highly Confidential Information is designated or referenced at any deposition, the participant that initiated the deposition shall assure that any transcript or record of that portion of the deposition is prepared as a separate

transcript or record and marked with the notation, “This transcript/record contains Highly Confidential Information,” or “This transcript/record contains Confidential Information,” as required.

DATED at Olympia, Washington, and effective June 28, 2007.

WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

ANN E. RENDAHL
Administrative Law Judge

EXHIBIT A (ATTORNEY AGREEMENT)

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION
IN DOCKET NO. UT-073033
BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

I, _____, as

Attorney

Administrative Staff

in this proceeding for _____ (party to this proceeding) agree to comply with and be bound by the Protective Order entered by the Washington Utilities and Transportation Commission in Docket UT-073033, and acknowledge that I have reviewed the Protective Order and fully understand its terms and conditions.

Signature

Date

Employer

Address

Position and Responsibilities

EXHIBIT B (EXPERT AGREEMENT)

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION
IN DOCKET NO. UT-073033
BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

I, _____, as an expert in this proceeding for
_____ (a party to this proceeding)
or an employee of that party who has a need to know for the purpose of presenting
that party's case in this proceeding and is not engaged in developing, planning,
marketing, or selling products or services, determining the costs thereof, or designing
prices thereof to be charged or potentially charged to customers, hereby agrees to
comply with and be bound by the Protective Order entered by the Washington
Utilities and Transportation Commission in Docket UT-073033 and acknowledge that
I have reviewed the Protective Order and fully understand its terms and conditions.

Signature

Date

Employer

Address

Position and Responsibilities

* * *

The following portion is to be completed by the responding party and filed with the
Commission within 10 days of receipt. Failure to do so will constitute a waiver and
the above-named person will be deemed an expert, consultant, or advisor having
access to Confidential Information under the terms and conditions of the protective
order.

_____ No objection.

_____ Objection. The responding party objects to the above-named expert,
consultant, or advisor having access to Confidential Information. The objecting party
shall file a motion setting forth the basis for objection and asking exclusion of the
expert, consultant, or advisor from access to Confidential Information.

Signature

Date

EXHIBIT C (Highly Confidential Information Agreement)

AGREEMENT CONCERNING HIGHLY CONFIDENTIAL INFORMATION
IN DOCKET NO. UT-073033
BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

I, _____, am

an attorney for _____

an independent consultant for _____

a person who is otherwise authorized to have access to the Highly Confidential Information produced by _____, a party to this proceeding, by virtue of the written consent of that party or by virtue of an order of the Commission.

I hereby agree that: (a) I have read a copy of this Protective Order with Highly Confidential Provisions and agree to be comply with and be bound thereby; (b) I will not disclose any Highly Confidential Information, or the contents thereof to which I become privy, to any person not entitled thereto under the terms of the Protective Order with Highly Confidential Provisions; and (c) I will not use such Highly Confidential Information except in connection with this litigation.

Signature

Date

Employer

Address

Position and Responsibilities

* * *

The following portion is to be completed by the responding party and filed with the Commission within 10 days of receipt. Failure to do so will constitute a waiver and the above-named person will be deemed an expert having access to Highly Confidential Information under the terms and conditions of the protective order.

_____ No objection.

_____ Objection. The responding party objects to the above-named expert having access to Highly Confidential Information. The objecting party shall file a motion setting forth the basis for objection and asking exclusion of the expert from access to Highly Confidential Information.

Signature

Date