BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,	)))	DOCKET NO. UE-991832
Complainant,	))	
v.	))	
	)	SECOND SUPPLEMENTAL ORDER
PACIFICORP d/b/a PACIFIC POWER & LIGHT,	))	PROTECTIVE ORDER
Respondent.	))	
. . . .	)	

1.　　　　The Commission finds that a protective order to govern disclosure of proprietary and confidential information is necessary in this proceeding. The Commission provided the parties an opportunity to comment on the proposed protective order, considered their comments, and finds as follows:

　　　　a.　　　It is likely that proprietary and confidential information will be required to resolve the issues in this proceeding;

　　　　b.　　　Absent a protective order, a significant risk exists that confidential information might become available to persons who have no legitimate need for such information and that injury to the information provider could result.

Accordingly, the Commission enters the following protective order to govern the discovery and use of proprietary and confidential documents in this proceeding:

ORDER

A.　　General Provisions

2.　　　　**Confidential Information.** All access, review, use, and disclosure of any material designated by a party to this proceeding as confidential (referred to in this Order as "Confidential Information") is governed by this Order and by WAC 480-09-015. The Commission expects Confidential Information to include only numbers, customer names, and planning details. The Commission expects the parties to delete such information from the primary exhibits and provide these "confidential deletions" under separate cover. The Commission may reject a filing or any other submission which fails to segregate Confidential Information, or categorizes clearly public information as confidential.

designated confidential, pursuant to WAC 480-09-480. Requests for special provisions for inspection, dissemination or use of confidential documents must be submitted to the presiding officer if not agreed by the parties. The parties must not distribute copies of Confidential Information to, and they must not discuss the contents of confidential documents with, any person not bound by this Order. Persons to whom copies of documents are provided pursuant to this Order warrant by signing the confidentiality agreement that they will exercise all reasonable diligence to maintain the documents consistent with the claim of confidentiality.

C.   Use of Confidential Information in This Proceeding

8.   **Reference to Confidential Information.** If reference is to be made to any Confidential Information by counsel or persons afforded access to this information during any part of this proceeding including, but not limited to, motions, briefs, arguments, direct testimony, cross-examination, rebuttal and proposed offers of proof, any public reference (i.e., any reference that will not be placed in a sealed portion of the record) shall be either solely by title or by exhibit reference. Any other written reference shall be segregated and marked "Confidential Information," and access to it shall be given solely to persons who are authorized access to the information under this Order. References to the Confidential Information must be withheld from inspection by any person not bound by the terms of this Order.

9.   In oral testimony, cross-examination or argument, public references to Confidential Information must be on such prior notice as is feasible to the affected party and the presiding officer. Unless alternative arrangements exist to protect the Confidential Information as provided below, there must be minimum sufficient notice to permit the presiding officer an opportunity to clear the hearing room of persons not bound by this Order or take such other action as is appropriate in the circumstances.

10.   **Protected Use by Agreement.** Any party who intends to use any Confidential Information in the course of this proceeding, including but not limited to testimony to be filed by the party, exhibits, direct and cross-examination of witnesses, rebuttal testimony, or a proffer of evidence, shall give reasonable notice of such intent to all parties and to the presiding officer, and attempt in good faith to reach an agreement to use the Confidential Information in a manner which will protect its trade secret, proprietary, or other confidential nature. The parties shall consider such methods as use of clearly edited versions of confidential documents, characterizations of data rather than disclosure of substantive data, and aggregations of data. The goal is to protect each party's rights with respect to Confidential Information while allowing all parties the latitude to present the evidence necessary to their respective cases.

11.   If the parties cannot reach agreement about the use of Confidential Information, they must notify the presiding officer, who will determine the arrangements to protect the Confidential Information to ensure that all parties are afforded their full due process rights, including the right to cross-examine witnesses.

proceeding by the body conducting the proceeding, the signatory must provide notice to the party that provided the confidential information. Such confidential information must not be produced for at least five days following notice, to permit the party that provided such information an opportunity to defend the 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.
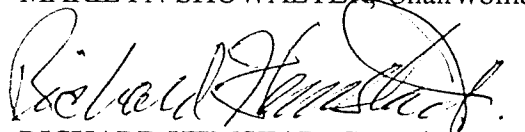
18.   **Modification**. The Commission may modify this Order on motion of a party or on its own motion upon reasonable prior notice to the parties and an opportunity for hearing.

19.   **Violation of this Order**. Violation of this Order by any party to this proceeding or by any other person bound by this Order by unauthorized use or unauthorized divulgence of Confidential Information may subject such party or person to liability for damages and shall subject such party to penalties as generally provided by law.

DATED at Olympia, Washington, and effective this 26 day of January, 2000.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MARILYN SHOWALTER, Chairwoman

RICHARD HEMSTAD, Commissioner

WILLIAM R. GILLIS, Commissioner

EXHIBIT A (ATTORNEY AGREEMENT)

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION
IN DOCKET NO. UE-991832
BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

       I, _____, as attorney 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 No. UE-991832, and acknowledge that I have reviewed the Protective Order and fully understand its terms and conditions.

_____
Signature   Date

_____
Address

_____

EXHIBIT B (EXPERT AGREEMENT)

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION
IN DOCKET NO. UE-991832
BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

I, _____ , as expert witness in
this proceeding for _____ (a party to this proceeding)
hereby agree to comply with and be bound by the Protective Order entered by the Washington
Utilities and Transportation Commission in Docket No. UE-991832 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 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 having
access to Confidential Information. The objecting party shall file a motion setting forth the basis
for objection and asking exclusion of the expert from access to Confidential Information.

                    _____
                    Signature   Date