

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION**

In the Matter of the Petition of	)	
	)	DOCKET UE-070628
PUGET SOUND ENERGY, INC.	)	
	)	ORDER 02
For Approval of its March 2007 Power	)	
Cost Adjustment Mechanism Report	)	PROTECTIVE ORDER
.....	)	

1 Effective November 30, 2007, the Washington Utilities and Transportation Commission (Commission) entered a contract with Dr. Nguyen Quan d/b/a Digital SafetyNet, Inc. (Consultant) to assist staff in developing a methodology to evaluate the prudence of short-term energy transactions when reviewing the annual report filed by Puget Sound Energy, Inc. (PSE or the Company) under its Power Cost Adjustment Mechanism. Completion of that project will require the Consultant to examine information provided in this proceeding that has been designated by the Company as confidential pursuant to WAC 480-09-160. In addition, the Consultant may be required to seek additional information the Company will designate as confidential pursuant to WAC 480-07-160.

2 Accordingly, the Commission finds that a protective order is necessary to govern disclosure of proprietary and confidential information to the Consultant, and enters the following protective order for that purpose:

**ORDER**

3 **Confidential Information.** Consultant’s access, review, use, and disclosure of any information already designated by the Company in this proceeding as confidential or designated confidential by the Company in responding to the Consultant’s requests for additional information (referred to in this Order as "Confidential Information") is governed by this Order and by WAC 480-07-160.

4 **Purpose of Access and Use; Confidentiality.** No Confidential Information distributed or obtained pursuant to this protective order may be requested, reviewed, used or disclosed by the Consultant, except for purposes of assisting Commission

staff in developing a methodology to evaluate the prudence of short-term energy transactions as part of the Company's annual power cost adjustment review. Persons employed by the Consultant that have access to the Confidential Information pursuant to this Order must also request, review, use, or disclose Confidential Information only by or to persons authorized under this Order, and only in accordance with the terms specified in this Order.

- 5 The Consultant and any persons employed by the Consultant 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. The Consultant and any persons employed by the Consultant 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.
- 6 **Non-disclosure Agreement.** Before being allowed access to any Confidential Information designated for this docket, the Consultant and each person employed by the Consultant that has access to Confidential Information pursuant to this Order must agree to comply with and be bound by this Order on the Expert Agreement form attached to this Order. Commission staff counsel must deliver to counsel for the Company a copy of each signed agreement. Staff counsel must also send a copy of each agreement to the Commission and the Company shall complete its portion and file it with the Commission or waive objection as described in the agreement.
- 7 **Return of Confidential Information.** At the conclusion of the Consultant's contract with the Commission, the Consultant and every person employed by the Consultant who possesses any Confidential Information (including personal notes that make substantive reference to Confidential Information), must return all Confidential Information to the Company or must certify in writing that all copies and substantive references to Confidential Information in notes have been destroyed, within thirty days following the conclusion of the contract. These provisions apply to all copies of documents which contain Confidential Information.
- 8 **Notice of Compelled Production in Other Jurisdictions.** If a signatory to this protective order is compelled to produce confidential documents in any regulatory or judicial proceeding by the body conducting the proceeding, the signatory must provide notice to the Company. Such confidential information must not be produced

for at least five days following notice, to permit the Company 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.

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

DATED at Olympia, Washington, and effective December 12, 2007.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ANN E. RENDAHL  
Administrative Law Judge

**EXPERT AGREEMENT**

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION  
IN DOCKET UE-070628  
BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

I, Nguyen Quan, as consultant for Commission Staff hereby agree to comply with and be bound by the Protective Order entered by the Washington Utilities and Transportation Commission in Docket UE-070628 and acknowledge that I have reviewed the Protective Order and fully understand its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\* \* \*

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