



RECEIVED

2005 MAY 27 P 4: 37

AZ CORP COMMISSION  
DOCUMENT CONTROL

**BEFORE THE ARIZONA CORPORATION COMMISSION**

JEFF HATCH-MILLER,  
Chairman

MARC SPITZER,  
Commissioner

WILLIAM A. MUNDELL,  
Commissioner

MIKE GLEASON  
Commissioner

KRISTIN K. MAYES  
Commissioner

Arizona Corporation Commission

**DOCKETED**

MAY 27 2005

DOCKETED BY	<i>KA</i>
-------------	-----------

IN THE MATTER OF THE COMPLAINT )  
OF MOHAVE ELECTRIC COOPERATIVE, )  
INC. AGAINST UNISOURCE ENERGY )  
CORPORATION AND UNS ELECTRIC, )  
INC. )

Docket No: E-01750A-04-0798  
Docket No: E-04204A-04-0798  
Docket No: E-04230A-04-0798

IN THE MATTER OF THE APPLICATION )  
OF UNS ELECTRIC, INC. FOR AN ORDER )  
APPROVING A TRANSFER OF A )  
PORTION OF A CERTIFICATE OF )  
CONVENIENCE AND NECESSITY FROM )  
MOHAVE ELECTRIC COOPERATIVE, )  
INC. )

Docket No: E-01750A-04-0824  
Docket No: E-04204A-04-0824

**UNS ELECTRIC'S RESPONSE  
TO  
MEC'S APPLICATION FOR PROTECTIVE ORDER**

UNS Electric, Inc. ("UNS") has no objection to a protective order being entered in this proceeding, but UNS respectfully requests that any protective order apply to all three parties: UNS, MEC and Staff. The protective order proposed by MEC only relates to

1 Staff and MEC. UNS has served data requests on MEC and received in response claims of  
2 confidentiality. See the attached MEC's Responses to UNS' First Set of Data Requests.  
3  
4 UNS has explained to MEC that it is willing to review materials that MEC claims are  
5 confidential pursuant to a protective agreement. As a result, any protective order issued by  
6 the Administrative Law Judge in this proceeding should apply to all three parties.

7 For the convenience of the parties, a copy of the pertinent provisions of the  
8 protective order issued in the multi-party Qwest price cap case is attached as an example  
9 of a recent multi-party protective order.  
10

11 RESPECTFULLY SUBMITTED this 27<sup>th</sup> day of May, 2005.

12 LEWIS AND ROCA LLP

13 

14 Thomas H. Campbell  
15 Michael T. Hallam  
16 40 N. Central Avenue  
17 Phoenix, Arizona 85004

18 - AND -

19 Michelle Livengood  
20 UniSource Energy Corporation  
21 One S. Church Avenue  
22 P.O. Box 711  
23 Tucson, Arizona 85702-0711

24 Attorneys for UNS Electric, Inc.

25 ORIGINAL and thirteen (13) copies  
26 of the foregoing filed this 27<sup>th</sup> day of  
May, 2005, with:

27 The Arizona Corporation Commission  
28 Utilities Division – Docket Control  
29 1200 W. Washington Street  
30 Phoenix, Arizona 85007

LEWIS  
AND  
ROCA  
LLP  
LAWYERS

1 COPY of the foregoing hand-delivered  
this 27<sup>th</sup> day of May, 2005, to:

2 Jason Gellman  
3 Diane Targovnik  
4 Legal Division – Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007

5 Dwight Nodes  
6 Hearing Division – Arizona Corporation Commission  
1200 W. Washington Street  
7 Phoenix, Arizona 85007

8 Ernest Johnson, Director  
9 Utilities Division  
Arizona Corporation Commission  
1200 W. Washington Street  
10 Phoenix, Arizona 85007

11 COPY of the foregoing mailed this  
12 27<sup>th</sup> day of May, 2005, to:

13 Michael A. Curtis  
14 William P. Sullivan  
15 K. Russell Romney  
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.  
2712 N. 7<sup>th</sup> Street  
Phoenix, Arizona 85006-1090

16 Terrence G. O'Hara,  
17 Vice President Western Division  
Central Trucking, Inc.  
18 P.O. Box 6355  
Kingman, Arizona 86401

19  
20  
21  
22   
23  
24  
25  
26

The Law Offices of  
**CURTIS, GOODWIN, SULLIVAN,  
UDALL & SCHWAB, P.L.C.**

2712 North Seventh Street  
Phoenix, Arizona 85006-1090

Telephone (602) 393-1700  
Facsimile (602) 393-1703  
wsullivan@cgsuslaw.com

Michael A. Curtis  
Susan D. Goodwin  
Kelly Y. Schwab  
Phyllis L.N. Smiley  
David M. Lujan

William P. Sullivan  
Larry K. Udall  
Anja K. Wendel  
K. Russell Romney

Of Counsel  
Joseph F. Abate  
Thomas A. Hine

REFER TO FILE NO. 1234-7-46

March 24, 2005

**HAND DELIVERED**

Thomas Campbell  
Lewis and Roca LLP  
40 North Central Avenue, Suite 1900  
Phoenix, Arizona 85004

Re: 1st Set of Data Request Responses from Mohave Electric

Dear Tom:

Enclosed are Mohave Electric Cooperative's (Mohave) Responses to UNS Electric's First Set of Data Requests. Thank you for the additional few days in which to answer the requests.

If you have any questions regarding the information being provided, please do not hesitate to contact our offices.

Very truly yours,



Michael A. Curtis  
William P. Sullivan  
For the Firm  
Attorneys for Mohave Electric Cooperative, Inc.

MAC/WPS/mw

Enclosures

cc: Mr. Robert E. Broz, Chief Executive Officer, Mohave Electric Cooperative

**FIRST SET OF DATA REQUESTS  
FROM UNS ELECTRIC TO MEC &  
MEC'S RESPONSES THERETO**

**1.1 Please provide a copy of your responses to all data requests that you have received so far and to any data requests that you receive in the future from other parties to this proceeding, including ACC Staff.**

MEC's Responses to Staff's 1<sup>st</sup> and 2<sup>nd</sup> Set of Data Requests, with exhibits are attached as Exhibit 1.1. (At the request of its customer, NuCor-Kingman, L.L.C., Mohave objects to producing and is withholding customer specific agreements and load data as confidential and proprietary.)

**1.2 Identify and provide a copy of all documents relating to or about the negotiations with and terms of service provided by MEC to Central Trucking, Inc. ("CTI").**

Exhibit 1.2 lists the documents that are being provided herewith, which together with the response to Request 1.1 MEC believes to be responsive to Requests 1.2 – 1.12, inclusive. (At the request of its customer, NuCor-Kingman, L.L.C., Mohave objects to producing and is withholding customer specific agreements and load data as confidential and proprietary.)

**1.3 Identify and provide a copy of all documents relating to or about the negotiations with and terms of service provided by MEC to North Star Steel Company, Roadrunner Trucking, Harris/Arizona Rebar, NUCOR and any other entity within the CC&N area that is the subject of the UNS application.**

See Response to 1.2 above.

**1.4 Identify and provide a copy of all documents, including internal memoranda and notes, relating to or about actual or proposed system-wide borderline agreements.**

See Response to 1.2 above.

**1.5 Identify and provide a copy of all documents relating to or supporting statements made in the "partial log" contained in the September 17, 2004 letter from Stephen McArthur to Janie Woller (attached as Exhibit B to MEC's Application for Rehearing of Decision 67535).**

See Response to 1.2 above.

**1.6 Identify and provide a copy of all documents relating to or supporting the following statement in the above referenced September 17, 2004 letter: "Citizens [Communications Company, predecessor to UNS] advised Mohave that a FERC rate would be required, and now some of the same people, now with Unisource, say they do not know if the old rate is available and some of them are still telling us that they are interested in a wholesale rate. We are not sure what the consumer is being told however our discussions with the consumer have identified several situations where Unisource *was* giving Mohave and the consumer different answers to the same questions. Unisource executives have advised Mohave they have no interest in a general fringe area (borderline area) agreement, while the local representatives indicate they still want such an agreement."**

See Response to 1.2 above.

**1.7 Identify and provide a copy of all documents relating to the allegations in paragraph 7 of the Complaint in Docket No. E-4230A-04-0798 (the "Complaint") ( Citizens made a summary filing of its retail rate schedules with FERC. Citizens represented to FERC that it provided MEC power to service commercial customers and temporary North Star construction power, representing retail loads of between 100-200 kW, which may include a surcharge to recover Enron related losses, which may exceed MEC's retail rates.)**

See Response to 1.2 above.

**1.8 Identify and provide a copy of all documents relating to the factual allegations in paragraph 9 of the Complaint (CTI approached MEC re electric service at facilities in transferred area. CTI executed an Engineering Services Agreement and posted a deposit from service. Shortly thereafter, MEC requested re-establishment of primary metering and wholesale service from Citizens under an Open Access Transmission Tariff. Eventually, MEC made a written request for service in writing on 9-12-04)**

See Response to 1.2 above.

**1.9 Identify and provide a copy of all documents relating to the factual allegations in paragraph 13 of the Complaint. (MEC made a good faith effort to resolve the matter with UniSource.**

See Response to 1.2 above.

**1.10 Identify and provide a copy of all documents relating to any documents or plans regarding MEC providing service to future load within the subject CC&N area that is the subject of the UNS application.**

See Response to 1.2 above.

**1.11 Please provide any and all borderline agreements (whether denominated as such or otherwise) that MEC has entered into since 1995.**

See Response to 1.2 above.

**1.12 Please provide a copy of all documents relating to current electric service to NUCOR facility or future plans to serve that facility.**

See Response to 1.2 above.

1 these proceedings.

2 **PROTECTIVE ORDER**

3 1. (a) Confidential Information. All documents, data, studies and other materials  
4 furnished pursuant to any requests for information, subpoenas or other modes of discovery (formal or  
5 informal), and including depositions, and other requests for information, that are claimed to be  
6 proprietary or confidential (herein referred to as "Confidential Information"), shall be so marked by  
7 the providing party by stamping the same with a "Confidential" designation. In addition, all notes or  
8 other materials that refer to, derive from, or otherwise contain parts of the Confidential Information  
9 will be marked by the receiving party as Confidential Information. Access to and review of  
10 Confidential Information shall be strictly controlled by the terms of this Order.

11 (b) Use of Confidential Information -- Proceedings. All persons who may be  
12 entitled to review, or who are afforded access to any Confidential Information by reason of this Order  
13 shall neither use nor disclose the Confidential Information for purposes of business or competition, or  
14 any purpose other than the purpose of preparation for and conduct of proceedings in the above-  
15 captioned dockets and all subsequent appeals, and shall keep the Confidential Information secure as  
16 confidential or proprietary information and in accordance with the purposes, intent and requirements  
17 of this Order.

18 (c) Persons Entitled to Review. Each party that receives Confidential Information  
19 pursuant to this Order must limit access to such Confidential Information to (1) attorneys employed  
20 or retained by the party in the proceedings and the attorneys' staff; (2) experts, consultants and  
21 advisors who need access to the material to assist the party in the proceedings; (3) only those  
22 employees of the party who are directly involved in the proceedings, provided that counsel for the  
23 party represents that no such employee is engaged in the sale or marketing of that party's products or  
24 services. In addition, access to Confidential Information may be provided to Commissioners and all  
25 Commission Administrative Law Judges, and Commission advisory staff members and employees of  
26 the Commission to whom disclosure is necessary. For Commission Staff acting as advocates or in an  
27 adversarial role, disclosure of both Confidential Information and Highly Confidential Information to  
28 Staff members and consultants employed by Staff shall be under the same terms and conditions as

1 described herein for parties.

2 (d) Nondisclosure Agreement. Any party, person, or entity that receives  
3 Confidential Information pursuant to this Order shall not disclose such Confidential Information to  
4 any person, except persons who are described in section 1(c) above and who have signed a  
5 nondisclosure agreement in the form which is attached hereto and incorporated herein as Exhibit "A."  
6 Court reporters shall also be required to sign an Exhibit "A" and comply with the terms of this Order.  
7 Commissioners Administrative Law Judges, and their respective staff members are not required to  
8 sign the Exhibit "A" form.

9 The nondisclosure agreement (Exhibit "A") shall require the person(s) to whom  
10 disclosure is to be made to read a copy of this Protective Order and to certify in writing that they have  
11 reviewed the same and have consented to be bound by its terms. The agreement shall contain the  
12 signatory's full name, employer, job title and job description, business address and the name of the  
13 party with whom the signatory is associated. Such agreement shall be delivered to counsel for the  
14 providing party before disclosure is made, and if no objection thereto is registered to the Commission  
15 within three (3) business days, then disclosure shall follow. An attorney who makes Confidential  
16 Information available to any person listed in subsection (c) above shall be responsible for having each  
17 such person execute an original of Exhibit "A" and a copy of all such signed Exhibit "A's" shall be  
18 circulated to all other counsel of record promptly after execution.

19 2. (a) Notes. Limited notes regarding Confidential Information may be taken by  
20 counsel and experts for the express purpose of preparing pleadings, cross-examinations, briefs,  
21 motions and argument in connection with this proceeding, or in the case of persons designated in  
22 section 1(c) of this Protective Order, to prepare for participation in this proceeding. Such notes shall  
23 then be treated as Confidential Information for purposes of this Order, and shall be destroyed after the  
24 final settlement or conclusion of the proceedings in accordance with subsection 2(b) below.

25 (b) Return. All notes, to the extent they contain Confidential Information and are  
26 protected by the attorney-client privilege or the work product doctrine, shall be destroyed after the  
27 final settlement or conclusion of the proceedings. The party destroying such Confidential  
28 Information shall advise the providing party of that fact within a reasonable time from the date of

1 destruction.

2       3.     Highly Confidential Information: Any person, whether a party or non-party, may  
3 designate certain competitively sensitive Confidential Information as “Highly Confidential  
4 Information” if it determines in good faith that it would be competitively disadvantaged by the  
5 disclosure of such information to its competitors. Highly Confidential Information includes, but is  
6 not limited to, documents, pleadings, briefs and appropriate portions of deposition transcripts, which  
7 contain information regarding the market share of, number of access lines served by, or number of  
8 customers receiving a specified type of service from a particular provider or other information that  
9 relates to a particular provider’s network facility location detail, revenues, costs, and marketing,  
10 business planning or business strategies.

11             Parties must scrutinize carefully responsive documents and information and limit their  
12 designations as Highly Confidential Information to information that truly might impose a serious  
13 business risk if disseminated without the heightened protections provided in this section. The first  
14 page and individual pages of a document determined in good faith to include Highly Confidential  
15 Information must be marked by a stamp that reads:

16             “HIGHLY CONFIDENTIAL—USE RESTRICTED PER PROTECTIVE ORDER IN  
17             DOCKET NOS. T-01051B-03-0454 and T-00000D-00-0672”

18 Placing a “Highly Confidential” stamp on the first page of a document indicates only that one or  
19 more pages contain Highly Confidential Information and will not serve to protect the entire contents  
20 of a multi-page document. Each page that contains Highly Confidential Information must be marked  
21 separately to indicate Highly Confidential Information, even where that information has been  
22 redacted. The unredacted versions of each page containing Highly Confidential Information, and  
23 provided under seal, should be submitted on paper distinct in color from non-confidential information  
24 and “Confidential Information” described in section 1 of this Protective Order.

25             Parties seeking disclosure of Highly Confidential Information must designate the  
26 person(s) to whom they would like the Highly Confidential Information disclosed in advance of  
27 disclosure by the providing party. Such designation may occur through the submission of Exhibit  
28 “B” of the non-disclosure agreement identified in section 1(d). Parties seeking disclosure of Highly

1 Confidential Information shall not designate more than (1) a reasonable number of in-house attorneys  
2 who have direct responsibility for matters relating to Highly Confidential Information; (2) five in-  
3 house experts (except, notwithstanding the foregoing, the number of Commission Staff in-house  
4 experts who may be designated shall be six); and (3) a reasonable number of outside counsel and  
5 outside experts to review materials marked as "Highly Confidential." Disclosure of Highly  
6 Confidential Information to Commissioners, Administrative Law Judges and Commission Advisory  
7 Staff members shall be limited to persons to whom disclosure is necessary. Commissioners,  
8 Administrative Law Judges, and their respective staff members are not required to sign an Exhibit  
9 "B" form. The Exhibit "B" also shall describe in detail the job duties or responsibilities of the person  
10 being designated to see Highly Confidential Information and the person's role in the proceeding.  
11 Highly Confidential Information may not be disclosed to persons engaged in strategic or competitive  
12 decision making for any party, including, but not limited to, the sale or marketing or pricing of  
13 products or services on behalf of any party.

14 Any party providing either Confidential Information or Highly Confidential  
15 Information may object to the designation of any individual as a person who may review Confidential  
16 Information and/or Highly Confidential Information. Such objection shall be made in writing to  
17 counsel submitting the challenged individual's Exhibit "A" or "B" within three (3) business days  
18 after receiving the challenged individual's signed Exhibit "A" or "B". Any such objection must  
19 demonstrate good cause to exclude the challenged individual from the review of the Confidential  
20 Information or Highly Confidential Information. Written response to any objection shall be made  
21 within three (3) business days after receipt of an objection. If, after receiving a written response to a  
22 party's objection, the objecting party still objects to disclosure of either Confidential Information or  
23 Highly Confidential Information to the challenged individual, the Commission shall determine  
24 whether Confidential Information or Highly Confidential Information must be disclosed to the  
25 challenged individual.

26 Copies of Highly Confidential Information may be provided to the in-house attorneys,  
27 in-house experts, outside counsel and outside experts who have signed Exhibit "B".  
28

1 Persons authorized to review the Highly Confidential Information will maintain the  
2 documents and any notes reflecting their contents in a secure location to which only designated  
3 counsel and experts have access. No additional copies will be made, except for use during hearings  
4 and then such disclosure and copies shall be subject to the provisions of Section 6. Any testimony or  
5 exhibits prepared that reflect Highly Confidential Information must be maintained in the secure  
6 location until removed to the hearing room for production under seal. Unless specifically addressed  
7 in this section, all other sections of this Protective Order applicable to Confidential Information also  
8 apply to Highly Confidential Information.  
9

10 4. Objections to Admissibility. The furnishing of any document, data, study or other  
11 materials pursuant to this Protective Order shall in no way limit the right of the providing party to  
12 object to its relevance or admissibility in proceedings before this Commission.

13 5. Small Company Exemption. Notwithstanding the restrictions in sections 1 and 3  
14 applicable to persons who may access Confidential Information and Highly Confidential Information,  
15 a Small Company may designate any employee or in house expert to review Confidential Information  
16 and/or Highly Confidential Information if the producing party, upon request, gives prior written  
17 authorization for that person to review Confidential Information and/or Highly Confidential  
18 Information. If the producing party refuses to give such written authorization, the reviewing party  
19 may, for good cause shown, request an order from the Administrative Law Judge allowing a  
20 prohibited person(s) to review Confidential Information and/or Highly Confidential Information. The  
21 producing party shall be given the opportunity to respond to the Small Company's request before an  
22 order is issued. "Small Company" means a party with fewer than 5000 employees, including the  
23 employees of affiliates' U.S. ILEC, CLEC, and IXC operations within a common holding company.  
24  
25

26 6. Challenge to Confidentiality. This Order establishes a procedure for the expeditious  
27 handling of information that a party claims is Confidential or Highly Confidential. It shall not be  
28

1 construed as an agreement or ruling on the confidentiality of any document. Any party may  
2 challenge the characterization of any information, document, data or study claimed by the providing  
3 party to be confidential in the following manner:

- 4 (a) A party seeking to challenge the confidentiality of any materials pursuant to this Order  
5 shall first contact counsel for the providing party and attempt to resolve any  
6 differences by stipulation;
- 7 (b) In the event that the parties cannot agree as to the character of the information  
8 challenged, any party challenging the confidentiality shall do so by appropriate  
9 pleading. This pleading shall designate the document, transcript or other material  
10 challenged in a manner that will specifically isolate the challenged material from other  
11 material claimed as confidential.
- 12 (c) A ruling on the confidentiality of the challenged information, document, data or study  
13 shall be made by an Administrative Law Judge after proceedings in camera, which  
14 shall be conducted under circumstances such that only those persons duly authorized  
15 hereunder to have access to such confidential materials shall be present. This hearing  
16 shall commence no earlier than five (5) business days after service on the providing  
17 party of the pleading required by subsection 6(b) above. The providing party shall  
18 bear the burden of showing that the Confidential Information is in fact of a trade  
19 secret, proprietary or confidential nature entitled to be protected according to the terms  
20 of this Protective Order.
- 21 (d) The record of said in camera hearing shall be marked "CONFIDENTIAL-SUBJECT  
22 TO PROTECTIVE ORDER IN DOCKET NOS. T-01051B-03-0454 and T-00000D-  
23 00-0672." Court reporter notes of such hearing shall be transcribed only upon  
24 agreement by the parties or Order of the Administrative Law Judge and in that event  
25 shall be separately bound, segregated, sealed, and withheld from inspection by any  
26 person not bound by the terms of this Order.
- 27 (e) In the event that the Administrative Law Judge should rule that any information,  
28 document, data or study should be removed from the restrictions imposed by this  
Order, no party shall disclose such information, document, data or study or use it in  
the public record for five (5) business days unless authorized by the providing party to  
do so. The provisions of this subsection are intended to enable the providing party to  
seek a stay or other relief from an order removing the restriction of this Order from  
materials claimed by the providing party to be confidential.

7. (a) Receipt into Evidence. Provision is hereby made for receipt into evidence in  
this proceeding materials claimed to be confidential in the following manner:

- (1) Prior to the use of or substantive reference to any Confidential Information, the  
parties intending to use such Information shall make that intention known to  
the providing party.

- 1 (2) The requesting party and the providing party shall make a good-faith effort to  
2 reach an agreement so the Information can be used in a manner which will not  
3 reveal its confidential or proprietary nature.  
4 (3) If such efforts fail, the providing party shall separately identify which portions,  
5 if any, of the documents to be offered or referenced shall be placed in a sealed  
6 record.  
7 (4) Only one (1) copy of the documents designated by the providing party to be  
8 placed in a sealed record shall be made.  
9 (5) The copy of the documents to be placed in the sealed record shall be tendered  
10 by counsel for the providing party to the Commission, and maintained in  
11 accordance with the terms of this Order.

12 (b) Seal. While in the custody of the Commission, materials containing Confidential  
13 Information shall be marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER IN  
14 DOCKET NOS. T-01051B-03-0454 and T-00000D-00-0672" and Highly Confidential  
15 Information shall be marked "HIGHLY CONFIDENTIAL — USE RESTRICTED PER  
16 PROTECTIVE ORDER IN DOCKET NOS.T-01051B-03-0454 and T-00000D-00-0672 " and shall not be examined by any person except under the conditions set forth in this Order.

17 (c) In Camera Hearing. Any Confidential Information or Highly Confidential Information  
18 that must be orally disclosed to be placed in the sealed record in this proceeding shall be  
19 offered in an in camera hearing, attended only by persons authorized to have access to the  
20 information under this Order. Similarly, any cross-examination on or substantive reference to  
21 Confidential Information or Highly Confidential Information (or that portion of the record  
22 containing Confidential Information or Highly Confidential Information or references thereto)  
23 shall be received in an in camera hearing, and shall be marked and treated as provided herein.

24 (d) Access to Record. Access to sealed testimony, records and information shall be  
25 limited to the Administrative Law Judge, Commissioners, and their respective staffs, and  
26 persons who are entitled to review Confidential Information or Highly Confidential  
27 Information pursuant to subsection 1(c) above and have signed an Exhibit "A" or "B," unless  
28 such information is released from the restrictions of this Order either through agreement of  
the parties or after notice to the parties and hearing, pursuant to the ruling of a Administrative

1 Law Judge, the order of the Commission and/or final order of a court having final jurisdiction.

2 (e) Appeal/Subsequent Proceedings. Sealed portions of the record in the proceedings may  
3 be forwarded to any court of competent jurisdiction for purposes of an appeal, but under seal  
4 as designated herein for the information and use of the court. If a portion of the record is  
5 forwarded to a court, the providing party shall be notified which portion of the sealed record  
6 has been designated by the appealing party as necessary to the record on appeal.

7 (f) Return. Unless otherwise ordered, Confidential Information and Highly Confidential  
8 Information, including transcripts of any depositions to which a claim of confidentiality is  
9 made, shall remain under seal, shall continue to be subject to the protective requirements of  
10 this Order, and shall, at the providing party's discretion, be returned to counsel for the  
11 providing party, or destroyed by the receiving party, within thirty (30) days after final  
12 settlement or conclusion of the proceedings. If the providing party elects to have Confidential  
13 Information or Highly Confidential Information destroyed rather than returned, counsel for  
14 the receiving party shall verify in writing that the material has in fact been destroyed.

15 8. Use in Pleadings. Where references to Confidential Information or Highly  
16 Confidential Information in the sealed record or with the providing party is required in pleadings,  
17 briefs, arguments or motions (except as provided in section 6), it shall be by citation of title or exhibit  
18 number or some other description that will not disclose the substantive Confidential Information or  
19 Highly Confidential Information contained therein. Any use of or substantive references to  
20 Confidential Information or Highly Confidential Information shall be placed in a separate section of  
21 the pleading or brief and submitted to the Administrative Law Judge or the Commission under seal.  
22 This sealed section shall be served only on counsel of record and parties of record who have signed  
23 the nondisclosure agreement set forth in Exhibit "A" or "B." All of the restrictions afforded by this  
24 Order apply to materials prepared and distributed under this section.

25 9. Summary of Record. If deemed necessary by the Commission, the providing party  
26 shall prepare a written summary of the Confidential Information referred to in the Order to be placed  
27 on the public record.

28 IT IS FURTHER ORDERED that the provisions of this Protective Order are specifically

1 intended to apply to all data, documents, studies, and other material designated as confidential or  
2 highly confidential by any party to Docket Nos. T-01051B-03-0454 and T-00000D-00-0672. The  
3 provisions are also intended to apply to all data, documents, studies, and other material designated as  
4 confidential or highly confidential by any non-party that provides such material in response to data  
5 requests in this docket, whether it is provided voluntarily or pursuant to subpoena.

6 IT IS FURTHER ORDERED that the terms of the June 30, 2004 Procedural Order (as  
7 amended) and July 23, 2004 Procedural Order shall remain in effect.

8 IT IS FURTHER ORDERED that this Protective Order shall continue in force and effect after  
9 this Docket is closed.

10 DATED this 25<sup>th</sup> day of August, 2004.

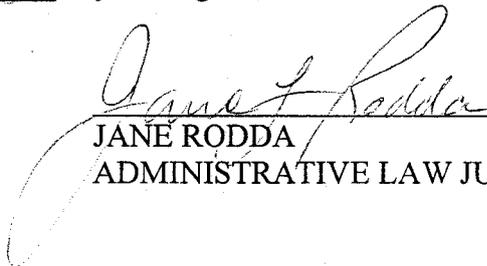
11  
12   
13 JANE RODDA  
14 ADMINISTRATIVE LAW JUDGE  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT "A"  
CONFIDENTIAL INFORMATION

I have read the foregoing Protective Order dated August 25, 2004, in Docket Nos. T-01051B-03-0454 and T-00000D-00-0672 and agree to be bound by the terms and conditions of this Order.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Job Title and Job Description

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT "B"  
HIGHLY CONFIDENTIAL INFORMATION

I have read the foregoing Protective Order dated August 25, 2004, in Docket No. T-01051B-03-0454 and T-00000D-00-0672 and agree to be bound by the terms and conditions of this Order.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Job Title and Job Description

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date