



0000055251

ORIGINAL

57

BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKETED

WILLIAM A. MUNDELL  
Chairman  
JIM IRVIN  
Commissioner  
MARC SPITZER  
Commissioner

SEP 03 2002

2002 SEP -3 P 2:03

DOCKETED BY *mal*

AZ CORP COMMISSION  
DOCUMENT CONTROL

IN THE MATTER OF THE APPLICATION OF )  
SOUTHWEST GAS CORPORATION FOR )  
APPROVAL OF ACQUISITION PLAN AND, IF )  
APPROPRIATE, WAIVER OF SELECTED )  
PROVISION OF THE AFFILIATE RULES. )

DOCKET NO. G-01551A-02-0425

PROTECTIVE AGREEMENT

The Arizona Corporation Commission Staff ("Staff") has requested access to certain documents, data, studies, and other materials, some of which Southwest Gas Corporation. ("SWG" or "Company") alleges may be of a proprietary, confidential or legally protected nature ("Confidential Information").

In order to expedite the provision of information to Staff – SWG, Staff, and any independent contracting consultants retained by Staff for this docket (cumulatively referred to herein as "the parties"), agree as follows:

**§1. Non-Disclosure.** Except with the prior written consent of the party originally designating a document to be stamped as Confidential Information, or as hereinafter provided under this Agreement, no Confidential Information may be disclosed to any person. This requirement does not prohibit Staff from using and disclosing Confidential Information provided by SWG in reports or documents that aggregate all information gathered from parties to this docket, provided SWG individual disclosure is indiscernible from the aggregate report. In addition, where Confidential information provided by SWG is confidential solely as a result of either disclosing individual customer information, or disclosing specific prices, this Agreement shall not prohibit Staff from the public disclosure of such information in an aggregated form, where no individual customer or specific individual price can be ascertained.

**§2. Designation of Confidential Information.** For purposes of this Agreement, all documents, data, information, studies and all other written, printed, transcribed, audio-taped or

1 video-taped materials furnished to Staff that SWG claims to be a trade secret, or of a proprietary,  
2 confidential, or legally protected nature, shall be designated and referred to herein as "Confidential  
3 Information". Access to and review of Confidential Information shall be strictly controlled by the  
4 terms of this Agreement.

5 All Confidential Information provided to Staff pursuant to this Agreement shall be so marked by  
6 SWG with a designation indicating its alleged trade secret, proprietary, confidential or legally  
7 protected nature. The Company shall memorialize any Confidential Information disclosed verbally  
8 by SWG in writing within five (5) business days of its verbal disclosure, and the writing shall be  
9 marked by the Company with the appropriate designation. Any Confidential Information disclosed  
10 verbally by SWG shall be safeguarded by Staff and its contracting consultants only during the five  
11 (5) business day period during which memorialization may be provided. SWG agrees that it will  
12 carefully consider the basis upon which any information is claimed to be trade secret, proprietary,  
13 confidential, or otherwise legally protected. SWG shall designate as Confidential Information, only  
14 such information as it has a good faith basis for claiming to be legally protected. Where a part of  
15 a document, or only a part of an informational submittal may reasonably considered to be trade  
16 secret, proprietary, confidential, or otherwise legally protected, SWG shall only designate that part  
17 of such information submittal as Confidential Information under this Agreement. Information that  
18 is publicly available from any other source, shall not be claimed as Confidential Information under  
19 this Agreement.

20 **§3. Performance Under Agreement Does Not Result in Waiver or Disclosure.** Execution  
21 of this Agreement by the parties and performance of their obligations hereunder shall not result in  
22 waiver of any claim, issue or dispute concerning the trade secret, proprietary, confidential or legally  
23 protected nature of the Confidential Information provided. Neither shall the limited provision of  
24 Confidential Information by SWG pursuant to this Agreement, nor the limited provision by Staff of  
25 Confidential Information pursuant to Section 6 of this Agreement constitute public disclosure of it.

26 **§4. Access to Confidential Information.** Prior to reviewing any Confidential Information,  
27 any Commission Staff members or independent contracting consultants shall first be required to read  
28 a copy of this Protective Agreement, and to certify by their signatures on Exhibit A of this

1 Agreement, that they have reviewed the same and have consented to be bound by its terms. Exhibit  
2 A of this Agreement shall contain the signatory's full name, business address and employer, and the  
3 signatory's position with, or relationship to the Arizona Corporation Commission ("Commission").  
4 Upon their execution, any and all Exhibits shall be promptly provided to counsel for SWG.

5 **§5. Use of Confidential Information.** All persons who are signatories to this Agreement  
6 shall neither use nor disclose the Confidential Information for purposes of business or competition,  
7 or for any purposes other than those necessary for the disposition of this docket, including  
8 preparation for and the conduct of any administrative or legal proceeding. All persons entitled to  
9 review or afforded access to Confidential Information shall keep it secure as trade secret,  
10 confidential, or legally protected information in accordance with the purposes and intent of this  
11 Agreement.

12 **§6. Non-Signatories Entitled to Review.** The information provided pursuant to this  
13 Protective Agreement may be disclosed to other members of the Staff and to the Commission by any  
14 Commission signatory to this Agreement only to the extent that disclosure is necessary to the  
15 disposition of this docket. Such disclosure may be made only if the non-signatory is provided with  
16 a copy of this Agreement and agrees to be bound by its terms.

17 **§7. Disclosure of Information to the Public.** The Confidential Information provided  
18 pursuant to this Agreement shall not be disclosed, nor shall it be made a part of the public record in  
19 this docket, or in any other administrative or legal proceeding unless: Staff provides SWG five (5)  
20 business days written notice that information designated by SWG as Confidential Information shall  
21 be subject to disclosure as a public record. Upon the expiration of five (5) business days from the  
22 date written notice is received by SWG, any Confidential Information identified in the notice as  
23 subject to disclosure shall become part of the public record in this docket, unless SWG initiates a  
24 protective proceeding under the terms of this Agreement.

25 **§8. Protective Proceedings to Prevent Disclosure to the Public.** In the event that SWG  
26 seeks to prevent public disclosure of Confidential Information pursuant to Paragraph 7 above, SWG  
27 shall file within five (5) business days of receipt of Staff's written notice, a motion presenting the  
28 specific grounds upon which it claims that the Confidential Information should not be disclosed or

1 should not be made a part of the public record. Staff shall have an opportunity to respond to the  
2 motion. SWG' motion may be ruled upon by either the Commission or an assigned Commission  
3 Administrative Hearing Officer ("ALJ"). SWG may provide to the Commission or the ALJ, the  
4 Confidential Information referenced in the motion without waiver that the information should remain  
5 confidential under the terms of this Agreement. Any Confidential Information so provided shall be  
6 kept under seal for the purpose of permitting inspection by the Commission or the ALJ prior to  
7 ruling on the motion.

8 Notwithstanding any determination by the AJL or the Commission that any Confidential Information  
9 provided pursuant to this Agreement should be made a part of the public record or otherwise  
10 disclosed, public disclosure shall not occur for a period of five (5) calendar days so that SWG may  
11 seek judicial relief from the ALJ or the Commission's decision. Upon expiration of the five (5) day  
12 period, the Commission shall release the information to the public unless SWG has received a stay  
13 or determination from a court of competent jurisdiction that the records, data, information or study  
14 are proprietary and are not public records subject to disclosure under A.R.S. § 39-101 et seq.

15 **§9. Judicial Proceedings Related to NonParty's Request for Disclosure.** Where the  
16 Commission, Hearing Officer or Staff determine that disclosure is not appropriate, in any judicial  
17 action against the Commission and/or Commissioners by the party seeking disclosure of the  
18 information, unless specifically named, SWG as the real party in interest, shall join in the action as  
19 a co-defendant. SWG also agrees to indemnify and hold the Commission harmless from any  
20 assessment of expenses, attorneys fees or damages under A.R.S. § 39-121.02 or any other law,  
21 resulting from denial of access by the Commission to the information, data, records or study  
22 subsequently found to be non-confidential.

23 In the event that the Commission becomes legally compelled (by deposition, interrogatory, request  
24 for documents, subpoena, civil investigative demand or similar process) to disclose any of the  
25 Confidential Information, the Commission shall provide SWG with prompt written notice of such  
26 requirement so that SWG may seek an appropriate remedy and/or waive compliance. SWG agrees  
27 that upon receipt of such notice, SWG will either undertake to oppose disclosure of the Confidential  
28 Information or waive compliance with this Agreement. In the event that disclosure of the

1 Confidential Information is ordered, the Commission agrees to furnish only that portion of the  
2 Confidential Information that is legally required.

3 **§10. No Preclusion of Evidentiary Objections.** In the event that disclosure of Confidential  
4 Information occurs, the provision of such information by SWG pursuant to this Agreement shall not  
5 limit the right of SWG to object to its relevance or admissibility in proceedings before the  
6 Commission.

7 **§11. Return of Confidential Information.** Upon the final disposition of any administrative  
8 or legal proceeding arising in or from this docket, within 90 days SWG shall submit a written request  
9 for the return of all Confidential Information, copies thereof, and notes made by signatories to this  
10 Agreement. If such a request is not received within the stated 90 days, Staff shall destroy all  
11 Confidential Information, copies thereof, and notes made by signatories to this Agreement, or return  
12 to SWG all Confidential Information, copies thereof, and notes made by signatories to this  
13 Agreement, following written notice to SWG of Staff's intent to return.

14 **§12. No Admission of Privileged or Confidential Status.** By participating in this  
15 Agreement, Staff and its contracting consultants are neither admitting nor agreeing with SWG that  
16 any of the materials or communications designated as Confidential Information are, either in fact or  
17 as a matter of law, a trade secret or of a proprietary, confidential or legally protected nature.

18 **§13. Breach of Agreement.** SWG, in any legal action or complaint it files in any court  
19 alleging breach of this Agreement shall, at the written request of the Commission, name the Arizona  
20 Corporation Commission as a Defendant therein.

21  
22  
23  
24  
25  
26 ...  
27 ...  
28 ...

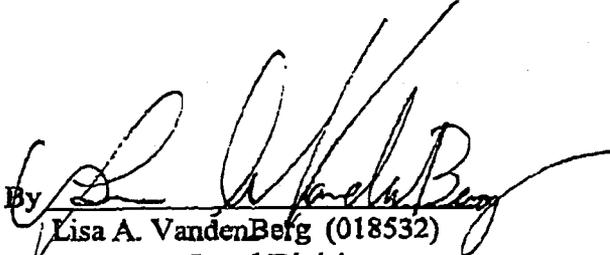
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**§14. Non-Termination.** The provisions of this Agreement shall not terminate at the conclusion of this proceeding.

DATED this 22<sup>nd</sup> day of August, 2002.

ARIZONA CORPORATION COMMISSION

SOUTHWEST GAS CORPORATION

By 

Lisa A. Vandenberg (018532)  
Attorneys, Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
(602) 542-3402

By 

Andy Bettwy  
SWG Corporate Counsel  
P.O. Box 98510  
Las Vegas, NV 89193-8510

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 "A"

I have read the foregoing Protective Agreement dated August 23, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Gordon L. Fox  
Name

Gordon L. Fox  
Signature

Arizona Corporation Commission  
Employer or Firm

1200 W. Washington St, Phoenix, AZ  
Business Address

Manager, Revenue Requirements  
Position or relationship with the  
Arizona Corporation Commission

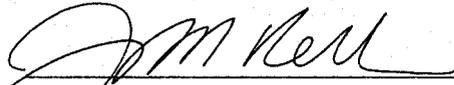
August 23, 2002  
Date

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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Joel M. Reiker  
Name

  
Signature

AZ Corporation Commission  
Employer or Firm

1200 W. Washington St.  
Business Address

Public Utilities Analyst  
Position or relationship with the  
Arizona Corporation Commission

8/26/02  
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 "A"**

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

John S. Thornton

Name

[Handwritten Signature]

Signature

A.C.C.

Employer or Firm

1200 W. Wash. St. Phx. 85007

Business Address

Chief, FNA

Position or relationship with the Arizona Corporation Commission

8/22/02

Date

EXHIBIT "A"

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

I have read the foregoing Protective Agreement dated 8/26, 2002, in Docket No  
G-1557-02-425 . and agree to be bound by the terms and conditions of such Agreement.

STEVE OLEA  
Name

  
Signature

ACL  
Employer or Firm

1200 W. WASHINGTON  
Business Address

Asst. Dir. / UTILITIES  
Position or relationship with the  
Arizona Corporation Commission

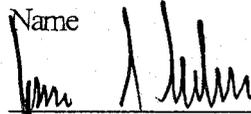
8/26/02  
Date

EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 23, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

JASON D. GELLMAN

Name



Signature

Arizona Corp. Comm'n

Employer or Firm

1200 W. Washington, Phx 85007

Business Address

Attorney, Legal Division

Position or relationship with the  
Arizona Corporation Commission

08/28/02

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

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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Caroline Butler  
Name

Caroline Butler  
Signature

ACC  
Employer or Firm

1200 W. Washington  
Business Address

Paralegal/Staff  
Position or relationship with the  
Arizona Corporation Commission

8/27/02  
Date

EXHIBIT "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Robert Gray  
Name

[Signature]  
Signature

ACC  
Employer or Firm

1200 W. Washington  
Business Address

Economist  
Position or relationship with the  
Arizona Corporation Commission

8-28-02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Monica A. Martinez  
Name

Monica A. Martinez  
Signature

ACC  
Employer or Firm

1200 W. Washington St.  
Business Address Phoenix AZ 85007

Staff  
Position or relationship with the  
Arizona Corporation Commission

8-28-02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Viola R. Kizis

Name

Viola R. Kizis

Signature

A. C. C.

Employer or Firm

1200 W. Washington  
Phoenix, AZ 85007

Business Address

Staff

Position or relationship with the  
Arizona Corporation Commission

August 28, 2002

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 "A"

I have read the foregoing Protective Agreement dated 8/28/02, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Deborah A. Amaral  
Name

Deborah A. Amaral  
Signature

Arizona Corporation Commission  
Employer or Firm

1200 West Washington Street  
Business Address Phoenix, AZ 85007-2996

Legal Assistant  
Position or relationship with the  
Arizona Corporation Commission

8/28/02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

NANCY ROE  
Name

Nancy Roe  
Signature

ACC - Legal Division  
Employer or Firm

1200 W. Washington  
Business Address

Executive Legal Assistant  
Position or relationship with the  
Arizona Corporation Commission

8-27-02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

ROBERT E. MILLER  
Name

*Robert E. Miller*  
Signature

ARIZONA CORPORATION COMMISSION  
Employer or Firm

1200 W. WASHINGTON PHX AZ.  
Business Address

UTILITIES CONSULTANT  
Position or relationship with the  
Arizona Corporation Commission

Aug. 26, 2002  
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

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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Angela L. Bennett  
Name

Angela L. Bennett  
Signature

A.C.C.  
Employer or Firm

1200 W. Washington  
Business Address

Legal Secretary  
Position or relationship with the  
Arizona Corporation Commission

8/28/02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

CORRY HANSON  
Name

Corry Hanson  
Signature

AZ CORP COMM  
Employer or Firm

1200 W WASHINGTON  
Business Address

UTILITIES CONSULTANT  
Position or relationship with the  
Arizona Corporation Commission

8-28-02  
Date

EXHIBIT "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

Matthew Rowell  
Name

[Signature]  
Signature

ACC  
Employer or Firm

1200 W. Washington  
Business Address

Chief T+E section  
Position or relationship with the  
Arizona Corporation Commission

8/29/02  
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 "A"

I have read the foregoing Protective Agreement dated \_\_\_\_\_, 2002, in Southwest Gas Application for approval of an acquisition plan, Docket No. G-01551A-02-0425 and agree to be bound by the terms and conditions of such Agreement.

ROBERT S. KENNEDY

Name

Robert S. Kennedy

Signature

ARIZ CORP. COMM.

Employer or Firm

1200 W. WASHINGTON PKWY

Business Address

MANAGER, CUST. SERVICE

Position or relationship with the  
Arizona Corporation Commission

8-29-02

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