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OF

BEFORE THE ARIZONA CORPORATION COMMISSION

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WILLIAM MUNDELL
Chairman
JIM IRVIN
Commissioner
MARC SPITZER
Commissioner

DOCKETED

SEP 03 2002

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AZ CORP COMMISSION
DOCUMENT CONTROL

DOCKETED BY [Signature]

IN THE MATTER OF THE APPLICATION OF)
CITIZENS COMMUNICATIONS COMPANY,)
ARIZONA GAS DIVISION, FOR A HEARING)
TO DETERMINE THE FAIR VALUE OF ITS)
PROPERTIES FOR RATEMAKING PURPOSES,)
TO FIX A JUST AND REASONABLE RATE OF)
RETURN THEREON, AND TO APPROVE RATE)
SCHEDULES DESIGNED TO PROVIDE SUCH)
RATE OF RETURN.)

Docket No.E-01032A-02-0598

PROTECTIVE AGREEMENT

The Arizona Corporation Commission Staff ("Staff") has requested access to certain documents, data, studies, and other materials, some of which Citizens Communications Company, Arizona Gas Division. ("Citizens" 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 - Citizens, 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 Citizens in reports or documents that aggregate all information gathered from parties to this docket, provided Citizens individual disclosure is indiscernible from the aggregate report. In addition, where Confidential information provided by Citizens 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.

1 **§2. Designation of Confidential Information.** For purposes of this Agreement, all
2 documents, data, information, studies and all other written, printed, transcribed, audio-taped or
3 video-taped materials furnished to Staff that Citizens claims to be a trade secret, or of a proprietary,
4 confidential, or legally protected nature, shall be designated and referred to herein as "Confidential
5 Information". Access to and review of Confidential Information shall be strictly controlled by the
6 terms of this Agreement.

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

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

1 **§4. Access to Confidential Information.** Prior to reviewing any Confidential Information,
2 any Commission Staff members or independent contracting consultants shall first be required to read
3 a copy of this Protective Agreement, and to certify by their signatures on Exhibit A of this
4 Agreement, that they have reviewed the same and have consented to be bound by its terms. Exhibit
5 A of this Agreement shall contain the signatory's full name, business address and employer, and the
6 signatory's position with, or relationship to the Arizona Corporation Commission ("Commission").
7 Upon their execution, any and all Exhibits shall be promptly provided to counsel for Citizens.

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

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

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

28 **§8. Protective Proceedings to Prevent Disclosure to the Public.** In the event that Citizens

1 seeks to prevent public disclosure of Confidential Information pursuant to Paragraph 7 above,
 2 Citizens shall file within five (5) business days of receipt of Staff's written notice, a motion
 3 presenting the specific grounds upon which it claims that the Confidential Information should not be
 4 disclosed or should not be made a part of the public record. Staff shall have an opportunity to
 5 respond to the motion. Citizens' motion may be ruled upon by either the Commission or an assigned
 6 Commission Administrative Hearing Officer ("ALJ"). Citizens may provide to the Commission or
 7 the ALJ, the Confidential Information referenced in the motion without waiver that the information
 8 should remain confidential under the terms of this Agreement. Any Confidential Information so
 9 provided shall be kept under seal for the purpose of permitting inspection by the Commission or the
 10 ALJ prior to ruling on the motion.

11 Notwithstanding any determination by the AJL or the Commission that any Confidential
 12 Information provided pursuant to this Agreement should be made a part of the public record or
 13 otherwise disclosed, public disclosure shall not occur for a period of five (5) calendar days so that
 14 Citizens may seek judicial relief from the ALJ or the Commission's decision. Upon expiration of the
 15 five (5) day period, the Commission shall release the information to the public unless Citizens has
 16 received a stay or determination from a court of competent jurisdiction that the records, data,
 17 information or study are proprietary and are not public records subject to disclosure under A.R.S. §
 18 39-101 et seq.

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

27 In the event that the Commission becomes legally compelled (by deposition, interrogatory,
 28 request for documents, subpoena, civil investigative demand or similar process) to disclose any of

1 the Confidential Information, the Commission shall provide Citizens with prompt written notice of
2 such requirement so that Citizens may seek an appropriate remedy and/or waive compliance.
3 Citizens agrees that upon receipt of such notice, Citizens will either undertake to oppose disclosure
4 of the Confidential Information or waive compliance with this Agreement. In the event that
5 disclosure of the Confidential Information is ordered, the Commission agrees to furnish only that
6 portion of the Confidential Information that is legally required.

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

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

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

22 **§13. Designated Contacts .**

23 A. Citizens' written notice pursuant to Section 2 and Citizens written request
24 provided in Section 11, should be directed to :

25 Lisa A. VandenBerg, Esq.
26 Legal Division
27 Arizona Corporation Commission
28 1200 West Washington
Phoenix, AZ 85007
email: Lvandenberg@cc.state.az.us
facsimile: 602-542-4870

1 John Thorton
2 Financial and Regulatory Analysis Section
3 Arizona Corporation Commission
4 1200 West Washington, Phoenix, AZ 85007
5 email: jst@cc.state.az.us
6 facsimile: 602-364-2270

7 B. Staff's written notice of disclosure provided in Section 7, Staff's written notice
8 provided in Section 11 and Commission's written notice pursuant to Section 9,
9 should be directed to:

10 Deborah R. Scott, Esq.
11 Associate General Counsel
12 Citizens Communications Company
13 2901 N. Central Avenue
14 Suite 1660
15 Phoenix, Arizona 85012
16 email: drscott@czn.com
17 facsimile: 602-265-3415.

18 Gary Smith
19 Vice President and general Manager
20 Citizens Communications Company
21 2901 West Shamrell Blvd., Suite 110
22 Flagstaff, Arizona 86001
23 email: gasmith@czn.com
24 facsimile: 928-226-2203

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

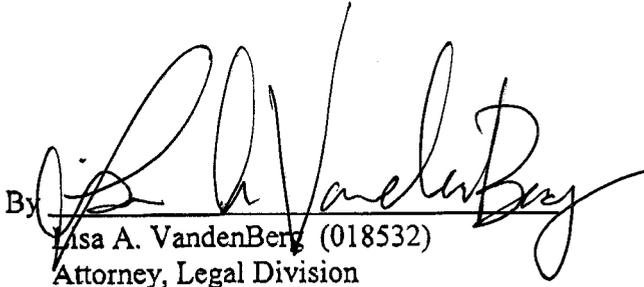
28 §14. **Non-Termination.** The provisions of this Agreement shall not terminate at the
conclusion of this proceeding.

DATED this 30th day of August 2002.

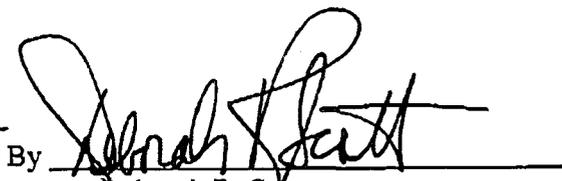
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ARIZONA CORPORATION COMMISSION

CITIZENS COMMUNICATIONS

By 

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

By 

Deborah R. Scott
Associate General Counsel
2901 N. Central, Suite. 1660
Phoenix, Arizona 85012-0001
(602) 532-4433

EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-01032A-02-0598, 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

8/30/02

Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-01032A-02-0598, 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 S.
Phoenix, AZ 85007
Business Address

Staff
Position or relationship with the
Arizona Corporation Commission

8-30-02
Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the
Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.

Deborah A. Amaral
Name

Deborah A Amaral
Signature

Arizona Corp Commission
Employer or Firm

1200 W. Washington Street
Business Address Phoenix, AZ 85007

Legal Assistant
Position or relationship with the
Arizona Corporation Commission

8/30/02
Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the
Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.

NANCY ROE
Name

Nancy Roe
Signature

AEC-Legal
Employer or Firm

1200 W. Washington
Business Address

Executive Legal Assistant
Position or relationship with the
Arizona Corporation Commission

8-30-02
Date

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EXHIBIT "A"

1
2 I have read the foregoing Protective Agreement dated Aug. 30, 2002 2002, in the
3 Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
4 01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.
5

6 Caroline Butler

Name

7 CB

8 Signature

9 ACC

10 Employer or Firm

11 1200 W. Washington

12 Business Address

13 Paralegal

14 Position or relationship with the
15 Arizona Corporation Commission

16 8/30/02

17 Date
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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the
Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.

Angela L. Bennett
Name

Angela L. Bennett
Signature

A. C. C. / Legal
Employer or Firm

1200 W. Washington
Business Address

Legal Secretary
Position or relationship with the
Arizona Corporation Commission

8/30/02
Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30, 2002, in the
Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.

ROBERT S. KENNEDY

Name

Robert S. Kennedy

Signature

ARIZONA CORP. COMM.

Employer or Firm

1200 W. WASHINGTON, PHX

Business Address

CONSUMER SERVICE PROGRAM MGR

Position or relationship with the
Arizona Corporation Commission

8-30-02

Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated August 30,, 2002, in the Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.

Linda A. Jaross

Name

Linda A. Jaross

Signature

Az. Corp. Commission

Employer or Firm

1200 W. Washington Phx 85007

Business Address

Executive Consultant III

Position or relationship with the
Arizona Corporation Commission

Aug. 30, 2002

Date

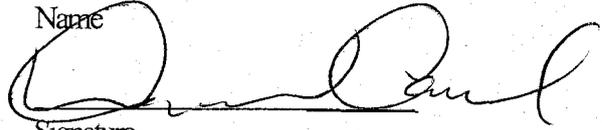
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EXHIBIT "A"

1
2 I have read the foregoing Protective Agreement dated AUGUST 30TH, 2002, in the
3 Citizens Communications Company, Arizona Gas Division, Rate Application, Docket No. E-
4 01032A-02-0598, and agree to be bound by the terms and conditions of such Agreement.
5

6 DARRON W. CARLSON

7 Name

8 

9 Signature

10 ARIZONA CORPORATION COMMISSION

11 Employer or Firm

12 1200 W. WASHINGTON ST.
PHOENIX, AZ. 85007

13 Business Address

14 PUBLIC UTILITIES ANALYST V

15 Position or relationship with the
16 Arizona Corporation Commission

17 08/30/2002.

18 Date
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