



ORIGINAL

BEFORE ARIZONA CORPORATION COMMISSION

RECEIVED

WILLIAM A. MUNDELL
CHAIRMAN

2002 NOV 20 A 11: 31

JIM IRVIN
COMMISSIONER

AZ CORP COMMISSION
DOCUMENT CONTROL

MARC SPITZER
COMMISSIONER

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. G-01032A-02-0598

Arizona Corporation Commission
DOCKETED

NOV 20 2002

DOCKETED BY CAR

RUCO's RESPONSE TO MOTION FOR PROTECTIVE ORDER

RUCO objects to the form of the protective agreement that Citizens has proposed in this matter, and proposes its own form of protective agreement. Citizens' proposed agreement is based on an incorrect understanding of which party has the burden to establish that material requested in discovery is confidential and therefore subject to protection from public disclosure. In addition, RUCO proposes that Citizens indemnify RUCO when RUCO protects Citizens' allegedly confidential material from disclosure in response to a public records request, but the material is later determined to be non-confidential.

Burden to establish that information is confidential

Citizens' proposed agreement provides that Citizens can determine that material is confidential, and therefore that it would fall under the terms of the proposed agreement. If RUCO disagrees that material provided is in fact confidential, RUCO would have the

1 burden to "file[] a motion presenting specific grounds upon which it claims that the
2 Confidential Information should be disclosed or made part of the public record," and would
3 be prohibited from disclosing the material until the Commission or the Administrative Law
4 Judge ruled that the material could be disclosed. See § 7 of Citizens' proposed Protective
5 Agreement (Exhibit 1 to its Motion).

6 Citizens executed a Protective Agreement with the Commission Staff that includes a
7 provision that, after Citizens provides material to Staff confidentially, Staff (if it believes the
8 material is not in fact confidential) can provide Citizens five business days written notice
9 that Staff intends to disclose it publicly. Within that five day period, Citizens can file
10 a motion with the Commission stating why the information should not be disclosed, and
11 Staff can reply. If the Commission denies Citizens' motion, Staff is prohibited from
12 disclosing the material for an additional five calendar days so that Citizens may seek
13 judicial relief. See Attachment 1, §§ 7, 8 (Citizens' Protective Agreement with Staff).

14 RUCO is entitled to the same provision in its protective agreement with Citizens.
15 The party objecting to discovery of confidential information has the burden to show that the
16 material is in fact confidential and should be subject to a protective agreement. The
17 burden to show that material is confidential should not be any different in the case where
18 the parties have entered a protective agreement than it would be if parties had no
19 agreement and required Commission intervention each time a discovery request called for
20 allegedly confidential material.

21 The Commission's Rules provide that all hearings shall be open to the public.
22 A.A.C. R14-3-109(V). However, the Commission limits access to elements of its
23 proceedings when confidential or trade secret information is at issue. Rule 26(c) of the
24 Rules of Civil Procedure addresses the appropriate procedure to protect confidential

1 information in discovery.¹ It provides "Upon motion by a party or by the person from whom
2 discovery is sought, and for good cause shown, ...[the court can issue a protective
3 order]... (7) that a trade secret or other confidential research, development, or commercial
4 information not be disclosed or be disclosed only in a designated way..." The party from
5 whom discovery is sought has the burden to establish the validity of the objection to that
6 discovery based on a claim of trade secret. Cornet Stores v. Superior Court, 108 Ariz. 84,
7 86, 492 P.2d 1191, 1193 (1972). Prior to obtaining a protective order pursuant to Rule
8 26(c), the party opposing discovery must first show that the information is a trade secret or
9 confidential. In re Remington Arms, 952 F.2d 1029, 1032 (8th Cir. 1991). When Citizens
10 seeks to protect confidential information from disclosure in discovery, it is Citizens' burden
11 to show that the material is in fact confidential or a trade secret. The protective agreement
12 proposed by Citizens, however, attempts to shift the burden to RUCO to show that material
13 should not be kept confidential.

14 RUCO is not proposing that, if it disputes Citizens' initial assessment that material is
15 confidential, RUCO could unilaterally disclose it publicly. Instead, RUCO propose the
16 same procedure that Citizens has agreed to with Staff. RUCO would provide written
17 notice to Citizens that, unless Citizens takes initiates a protective proceeding before the
18 Commission within five business days, RUCO will disclose the material publicly. If Citizens
19 desired to protect the material from disclosure, Citizens would have the burden to convince
20 the Commission that the material is in fact confidential and should remain subject to the

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¹ Pursuant to A.A.C. R14-3-101(A), the Rules of Civil Procedure govern Commission proceedings in cases in which procedure is not otherwise established in law, or Commission rule or regulation.

1 Protective Agreement. See Attachment 2, §§ 7,8 (RUCO's proposed Protective
2 Agreement).²

3 **Indemnification if material found to be non-confidential**

4 As a public agency, RUCO is obligated to make its records open to public
5 inspection and copying. A.R.S. §§ 39-121 to 39-125. Should RUCO deny public
6 inspection of material obtained from Citizens pursuant to a protective agreement, it could
7 be subject to actions for damages and legal costs for wrongful denial of access. A.R.S. §
8 39-121.02. The Commission is also subject to A.R.S. § 39-121 to 39-125. Citizens has
9 agreed with Staff that, in any action pursuant to A.R.S. § 39-121.02 or any other law,
10 Citizens will hold the Commission harmless for any assessment of expenses, attorneys
11 fees or damages if the material not disclosed is ultimately found to be non-confidential.
12 Citizens should likewise hold RUCO harmless for any claims it faces when protecting the
13 allegedly confidential information received from Citizens.

14 RUCO has every intention of protecting the truly confidential material that Citizens
15 provides in the course of this proceeding. If, however, RUCO denies a public records
16 request to review such material on the basis of the confidential nature of that material, but
17 it is ultimately determined that the material is not confidential, Citizens, as the party
18 originally claiming the confidential nature of the material, should indemnify RUCO for any
19 damages, expenses or attorneys fees. RUCO's proposed protective agreement includes a
20 provision in §9 similar to that in the Staff-Citizens agreement.

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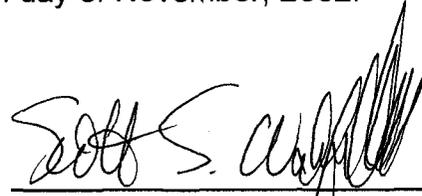
24

² A redlined version of RUCO's proposed Protective Agreement was attached to Citizens' motion as Exhibit 3.

1 **Conclusion**

2 RUCO requests that the Commission approve the form of Protective Agreement at
3 attached in Exhibit 2.

4 RESPECTFULLY SUBMITTED this 20th day of November, 2002.

5
6 
7 _____
8 Scott S. Wakefield
9 Chief Counsel

10 AN ORIGINAL AND THIRTEEN COPIES
11 of the foregoing filed this 20th day
12 of November, 2002 with:

12 Docket Control
13 Arizona Corporation Commission
14 1200 West Washington
15 Phoenix, Arizona 85007

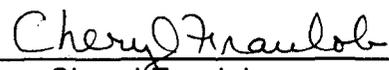
16 COPIES of the foregoing hand delivered/
17 mailed this 20th day of November, 2002 to:

18 Lyn Farmer
19 Chief Administrative Law Judge
20 Hearing Division
21 Arizona Corporation Commission
22 1200 West Washington
23 Phoenix, Arizona 85007

24 Christopher Kempsey, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Ernest Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Deborah Scott
Citizens Communications Company
2901 North Central Ave., Suite 1660
Phoenix, Arizona 85012

By 
_____ Cheryl Fraulob

ATTACHMENT 1

ORIGINAL

57

BEFORE THE ARIZONA CORPORATION COMMISSION

1 WILLIAM MUNDELL
2 Chairman
3 JIM IRVIN
4 Commissioner
5 MARC SPITZER
6 Commissioner

DOCKETED

SEP 03 2002

2002 SEP -3 P 2:04

DOCKETED BY [Signature]

AZ CORP COMMISSION DOCUMENT CONTROL

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

Docket No.E-01032A-02-0598

PROTECTIVE AGREEMENT

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

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

19 §1. Non-Disclosure. Except with the prior written consent of the party originally
20 designating a document to be stamped as Confidential Information, or as hereinafter provided under
21 this Agreement, no Confidential Information may be disclosed to any person. This requirement does
22 not prohibit Staff from using and disclosing Confidential Information provided by Citizens in reports
23 or documents that aggregate all information gathered from parties to this docket, provided Citizens
24 individual disclosure is indiscernible from the aggregate report. In addition, where Confidential
25 information provided by Citizens is confidential solely as a result of either disclosing individual
26 customer information, or disclosing specific prices, this Agreement shall not prohibit Staff from the
27 public disclosure of such information in an aggregated form, where no individual customer or
28 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 ALJ 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: Lvandenber@cc.state.az.us
facsimile: 602-542-4870

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

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

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

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

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

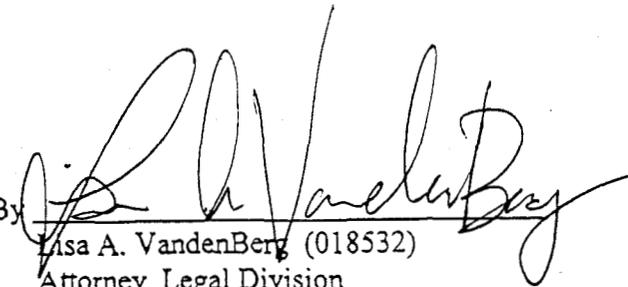
§14. Non-Termination. The provisions of this Agreement shall not terminate at the conclusion of this proceeding.

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"

going Protective Agreement dated August 30, 2002, in the
s Company, Arizona Gas Division, Rate Application, Docket No. E-
ree 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

ed August 30, 2002, in the
on, Rate Application, Docket No. E-
onditions of such Agreement.

Martinez

Martinez

Washington S.
Z 85007

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mission

EXHIBIT "A"

going Protective Agreement dated August 30, 2002, in the
s Company, Arizona Gas Division, Rate Application, Docket No. E-
ree to be bound by the terms and conditions of such Agreement.

"A"
dated August 30, 2002, in the
ision, Rate Application, Docket No. E-
conditions of such Agreement.

V. Martinez

V. Martinez

Washington S.
AZ 85007

with the
mission

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

EXHIBIT "A"

Protective Agreement dated August 30, 2002, in the
pany, Arizona Gas Division, Rate Application, Docket No. E-
e bound by the terms and conditions of such Agreement.

Dobson RAN A. AMARAL
Name

[Signature]
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

EXHIBIT "A"
ment dated August 30, 2002, in the
s Division, Rate Application, Docket No. E-
ns and conditions of such Agreement.

ca A. Martinez

ca A. Martinez

Firm
1200 W. Washington S.
Phoenix, AZ 85007
Address

[Signature]
Relationship with the
Arizona Corporation Commission

02

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

EXHIBIT "A"

1
2 I have read the foregoing Protective Agreement dated August 30, 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 NANCY ROE
Name

7
8 Nancy Roe
Signature

9
10 AEC-Legal
Employer or Firm

11 1200 W. Washington
12 Business Address

13 Executive Legal Assistant
14 Position or relationship with the
15 Arizona Corporation Commission

16 8-30-02
Date

EXHIBIT "A"

I have read the foregoing Protective Agreement dated Aug. 30, 2002 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.

Caroline Butler

Name

Caroline Butler

Signature

ACC

Employer or Firm

1200 W. Washington

Business Address

Paralegal

Position or relationship with the
Arizona Corporation Commission

8/30/02

Date

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

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, TX
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

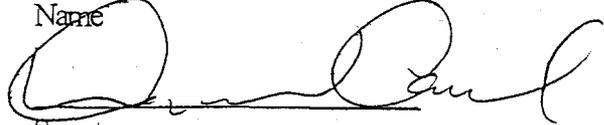
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EXHIBIT "A"

I have read the foregoing Protective Agreement dated AUGUST 30TH, 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.

DARRON W. CARLSON

Name



Signature

ARIZONA CORPORATION COMMISSION

Employer or Firm

1200 W. WASHINGTON ST.
PHOENIX, AZ. 85007

Business Address

PUBLIC UTILITIES ANALYST V

Position or relationship with the
Arizona Corporation Commission

08/30/2002.

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 David Ronald

7 Name

8 David Ronald

9 Signature

10 ACC - Legal

11 Employer or Firm

12 1200 W. Washington

13 Business Address

14 Attorney

15 Position or relationship with the
16 Arizona Corporation Commission

17 8-30-02

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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 David Ronald

Name

7 David Ronald

8 Signature

9 ACC - Legal

10 Employer or Firm

11 1200 W. Washington

12 Business Address

13 Attorney

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.

Gordon Fox

Name

Gordon Fox

Signature

Arizona Corporation Commission
Employer or Firm

1200 W. Washington St., Phoenix AZ 8500
Business Address

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

August 30, 2002
Date

EXHIBIT "A"

I have read the foregoing Protective Agreement dated 8/30/02, 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.

Joel M. Reiker

Name

Joel M. Reiker

Signature

AC Corporation Commission

Employer or Firm

1200 W. Washington

Business Address

Public Utilities Analyst

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 8-30-, 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 PREM K. BAHL

7 Name

8 Prem k. Bahl

9 Signature

10 ACC

11 Employer or Firm

12 1200 W. Washington, PHX 85007

13 Business Address

14 Utilities Engineers

15 Position or relationship with the
16 Arizona Corporation Commission

17 9-3-02

18 Date
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EXHIBIT "A"

I have read the foregoing Protective Agreement dated _____, 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.

ALEXANDER IBHADE IGWE

Name



Signature

ARIZONA CORPORATION COMMISSION

Employer or Firm

1200 WEST WASHINGTON STREET
PHOENIX, ARIZONA 85007

Business Address

PUBLIC UTILITIES ANALYST IV

Position or relationship with the
Arizona Corporation Commission

AUGUST 30, 2002

Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated 8/30 / 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.

Janet Wagner
Name

Janet Wagner
Signature

Ariz. Corp. Comm'n
Employer or Firm

1200 W. Washington
Business Address

Staff Attorney
Position or relationship with the
Arizona Corporation Commission

9/3/02
Date

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EXHIBIT "A"

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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.

DEL W. SMITH

Name

Del W. Smith

Signature

ACC

Employer or Firm

1200 W. WASHINGTON

Business Address

STAFF

Position or relationship with the
Arizona Corporation Commission

SEP 3, 2002

Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated 8/30 / 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.

John S. Thornton, Jr.
Name

[Signature]
Signature

A.C.C.
Employer or Firm

1200 W. Wash. St. Phx.
Business Address

Chief, FAMA
Position or relationship with the
Arizona Corporation Commission

9/3/02
Date

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ATTACHMENT 2

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 WILLIAM A. MUNDELL
3 CHAIRMAN

4 JIM IRVIN
5 COMMISSIONER

6 MARC SPITZER
7 COMMISSIONER

8 IN THE MATTER OF THE APPLICATION OF
9 CITIZENS COMMUNICATIONS COMPANY,
10 ARIZONA GAS DIVISION, FOR A HEARING
11 TO DETERMINE THE FAIR VALUE OF ITS
12 PROPERTIES FOR RATEMAKING
13 PURPOSES, TO FIX A JUST AND
14 REASONABLE RATE OF RETURN
15 THEREON, AND TO APPROVE RATE
16 SCHEDULES DESIGNED TO PROVIDE
17 SUCH RATE OF RETURN.

Docket No. G-01032A-02-0598

PROTECTIVE AGREEMENT

18 The Residential Utility Consumer Office ("RUCO") has requested access to
19 certain documents, data, studies, and other materials, some of which Citizens
20 Communications Company, Arizona Gas Division. ("Citizens" or "Company") alleges may
21 be a proprietary, confidential or legally protected nature ("Confidential Information").

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

25 **§1. Non-Disclosure.** Except with the prior written consent of the party
26 originally designating a document to be stamped as Confidential Information, or as
27 hereinafter provided under this Agreement, no Confidential Information may be disclosed
28 to any person. This requirement does not prohibit RUCO from using and disclosing
29 Confidential Information provided by Citizens in reports or documents that aggregate all

1 information gathered from parties to this docket, provided Citizens individual disclosure is
2 indiscernible from the aggregate report.

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

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

1 Agreement.

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

9 **§4. Access to Confidential Information.** Prior to reviewing any
10 Confidential Information, any RUCO members or independent contracting consultants shall
11 first be required to read a copy of this Protective Agreement, and to certify by their
12 signatures on Exhibit A of this Agreement, that they have reviewed the same and have
13 consented to be bound by its terms. Exhibit A of this Agreement shall contain the
14 signatory's full name, business address and employer, and the signatory's position with, or
15 relationship to RUCO. Upon their execution, any and all Exhibits shall be promptly
16 provided to counsel for Citizens.

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

24

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

7 **§7. Disclosure of Information to the Public.** The Confidential
8 Information provided pursuant to this Agreement shall not be disclosed, nor shall it be
9 made a part of the public record in this docket, or in any other administrative or legal
10 proceeding unless: RUCO provides Citizens five (5) business days written notice that
11 information designated by Citizens as Confidential Information shall be subject to
12 disclosure as a public record. Upon the expiration of five (5) business days from the date
13 written notice is received by Citizens, any Confidential Information identified in the notice
14 as subject to disclosure shall become part of the public record in this docket, unless
15 Citizens initiates a protective proceeding under the terms of this Agreement.

16 **§8. Protective Proceedings to Prevent Disclosure to the Public.** In
17 the event that Citizens seeks to prevent public disclosure of Confidential Information
18 pursuant to Section 7 above, Citizens shall file within five (5) business days of receipt of
19 RUCO's written notice, a motion presenting the specific grounds upon which it claims that
20 the Confidential Information should not be disclosed or should not be made a part of the
21 public record and RUCO shall have an opportunity to respond to the motion. Citizens'
22 motion may be ruled upon by either the Commission or an assigned Commission
23 Administrative Law Judge ("ALJ"). Citizens may provide to the Commission or the ALJ the
24 Confidential Information referenced in the motion without waiver that the information

1 should remain confidential under the terms of this Agreement. Any Confidential Information
2 so provided shall be kept under seal for the purpose of permitting inspection by the
3 Commission or the ALJ prior to ruling on the motion.

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

12 **§9. Judicial Proceedings Related to Non-Party's Request for**
13 **Disclosure.** In any judicial action against RUCO by a non-party to this agreement
14 seeking disclosure of Confidential Information, Citizens shall join in the action as a co-
15 defendant if Citizens is not named as the real party in interest. Citizens also agrees to
16 indemnify and hold RUCO harmless from any assessment of expenses, attorneys fees or
17 damages under A.R.S. § 39-121.02 or any other law, resulting from denial of access by
18 RUCO to the information, data, records or study subsequently found to be non-
19 confidential.

20 In the event that RUCO becomes legally compelled (by deposition,
21 interrogatory, request for documents, subpoena, civil investigative demand or similar
22 process) to disclose any of the Confidential Information, RUCO shall provide Citizens with
23 prompt written notice of such requirement so that Citizens may seek an appropriate
24 remedy and/or waive compliance. Citizens agrees that upon receipt of such notice,

1 Citizens will either undertake to oppose disclosure of the Confidential Information or waive
2 RUCO's compliance with this Agreement. In the event that disclosure of the Confidential
3 Information is ordered, RUCO agrees to furnish only that portion of the Confidential
4 Information that is legally required.

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

10 **§11. Return of Confidential Information.** Upon the final disposition of
11 any administrative or legal proceeding arising in or from this docket, all Confidential
12 Information, copies thereof, and notes made by signatories to this Agreement shall be
13 returned to Citizens.

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

19 **§13. Designated Contacts.**

20 A. Citizens' written notice pursuant to Section 2 should be directed to:

21 Scott S. Wakefield
22 Chief Counsel
23 Residential Utility Consumer Office
24 1110 W. Washington, Suite 220
 e-mail: swakefield@azruco.com
 facsimile: 602-364-4846

1 B. RUCO's written notice of disclosure provided in Section 7 and written
2 notice pursuant to Section 9 should be directed to:

3 Deborah R. Scott, Esq.
4 Associate General Counsel
5 Citizens Communications Company
6 2901 N. Central Avenue
7 Suite 1660
8 Phoenix, Arizona 85012
9 e-mail: drscott@czn.com
10 facsimile: 602-265-3415

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

13 DATED this _____ day of _____ 2002.

14 RESIDENTIAL UTILITY CONSUMER
15 OFFICE

CITIZENS COMMUNICATIONS CO.

16 By _____

16 By _____

17 Scott Wakefield
18 Chief Counsel
19 1110 West Washington Street, Ste 220
20 Phoenix, Arizona 85007
21 (602) 364-4839

22 Deborah R. Scott
23 Associate General Counsel
24 2901 N. Central, Ste. 1660
Phoenix, Arizona 85012
(602) 532-4433

EXHIBIT "A"

I have read the foregoing Protective Agreement dated _____, 2002, in Docket No G-01032A-02-0598 and agree to be bound by the terms and conditions of such Agreement.

Name

Signature

Employer or Firm

Business Address

Position or relationship with the
Residential Utility Consumer Office

Date