

ORIGINAL



0000102068

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

KRISTIN K. MAYES, Chairman  
GARY PIERCE  
PAUL NEWMAN  
SANDRA D. KENNEDY  
BOB STUMP

2009 AUG 28 P 2:20

AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission  
DOCKETED

AUG 28 2009

DOCKETED BY [Signature]

IN THE MATTER OF THE JOINT APPLICATION OF VERIZON CALIFORNIA, INC., VERIZON LONG DISTANCE, LLC, VERIZON ENTERPRISES SOLUTIONS, LLC, FRONTIER COMMUNICATIONS CORPORATION, NEW COMMUNICATIONS OF THE SOUTHWEST, INC., AND NEW COMMUNICATIONS ONLINE AND LONG DISTANCE, INC., FOR APPROVAL OF THE TRANSFER OF VERIZON'S LOCAL EXCHANGE AND LONG DISTANCE BUSINESS.

DOCKET NO. T-01846B-09-0274  
T-03289A-09-0274  
T-03189A-09-0274  
T-20679A-09-0274  
T-20680A-09-0274  
T-20681A-09-0274

PROCEDURAL ORDER  
And  
PROTECTIVE ORDER

BY THE COMMISSION:

On May 29, 2009, Verizon California, Inc., Verizon Long Distance, LLC, Verizon Enterprises Solutions, Frontier Communications Corporation, New Communications of the Southwest, Inc., and New Communications Online and Long Distance, Inc. (together, the "Applicants"), filed with the Arizona Corporation Commission ("Commission") a joint application for approval of the transfer of Verizon Communications, Inc.'s local exchange and long distance services, provided in Arizona by Verizon California, Inc., to companies to be owned and controlled by Frontier Communications Corporation.

On July 15, 2009, a Procedural Order was filed setting this matter for hearing on October 22, 2009.

On August 25, 2009, the Applicants filed their Joint Request for Protective Order, noting that all parties, including the Commission's Utilities Division Staff, have agreed that a Protective Order is appropriate in this matter and requested that a Protective Order be issued.

IT IS THEREFORE ORDERED that the Protective Order attached hereto as Exhibit A, and incorporated herein by reference, is approved and shall apply to these proceedings and to all future phases of these dockets until further Order of the Commission.

26

1 IT IS FURTHER ORDERED that the Ex Parte Rule (A.A.C. R14-3-113-Unauthorized  
2 Communications) applies to this proceeding as the matter is now set for public hearing.

3 IT IS FURTHER ORDERED that the Presiding Officer may rescind, alter, amend, or waive  
4 any portion of this Procedural Order either by subsequent Procedural Order or by ruling at hearing.

5 DATED this 26<sup>th</sup> day of August, 2009.

6   
7 BELINDA A. MARTIN  
8 ADMINISTRATIVE LAW JUDGE

9 Copies of the foregoing mailed  
this 26<sup>th</sup> day of August, 2009, to:

10 Jeffrey W. Crockett, Esq.  
11 SNELL & WILMER  
12 One Arizona Center  
13 400 East Van Buren Street  
14 Phoenix, Arizona 85004  
15 Attorneys for Frontier Communications  
16 Corporation

14 Thomas H. Campbell, Esq.  
15 Michael T. Hallam Esq.  
16 LEWIS AND ROCA  
17 40 North Central Avenue  
18 Phoenix, Arizona 85004  
19 Attorneys for Verizon

17 Janice Alward, Chief Counsel  
18 Legal Division  
19 ARIZONA CORPORATION COMMISSION  
20 1200 West Washington Street  
21 Phoenix, Arizona 85007

20 Steve Olea, Director  
21 Utilities Division  
22 ARIZONA CORPORATION COMMISSION  
23 1200 West Washington Street  
24 Phoenix, Arizona 85007

22 Arizona Reporting Service, Inc.  
23 2200 N. Central Avenue, Suite 502  
24 Phoenix, Arizona 85004-1481

24 By:   
25 Julio Ibarra  
26 Secretary to Belinda A. Martin  
27  
28

1 EXHIBIT A

2 BEFORE THE ARIZONA CORPORATION COMMISSION

3 COMMISSIONERS

4 KRISTIN K. MAYES, Chairman  
5 GARY PIERCE  
6 PAUL NEWMAN  
7 SANDRA D. KENNEDY  
8 BOB STUMP

9 IN THE MATTER OF THE JOINT  
10 APPLICATION OF VERIZON CALIFORNIA,  
11 INC., VERIZON LONG DISTANCE, LLC,  
12 VERIZON ENTERPRISES SOLUTIONS, LLC,  
13 FRONTIER COMMUNICATIONS  
14 CORPORATION, NEW COMMUNICATIONS  
OF THE SOUTHWEST, INC., AND NEW  
COMMUNICATIONS ONLINE AND LONG  
DISTANCE, INC., FOR APPROVAL OF THE  
TRANSFER OF VERIZON'S LOCAL  
EXCHANGE AND LONG DISTANCE  
BUSINESS.

DOCKET NO. T-01846B-09-0274  
T-03289A-09-0274  
T-03189A-09-0274  
T-20679A-09-0274  
T-20680A-09-0274  
T-20681A-09-0274

PROTECTIVE ORDER

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

23 The Company shall memorialize in writing any Confidential Information that it verbally  
24 discloses to Staff or another party within five (5) business days of its verbal disclosure, and the  
25 writing shall be marked by the Company with the appropriate designation.

26 Company agrees that it will carefully consider the basis upon which any information is  
27 claimed to be trade secret, proprietary, confidential, or otherwise legally protected. Company shall  
28 designate as Confidential Information only such information as it may claim in good faith to be

1 legally protected. Where only a part of a document, or only a part of an informational submittal may  
2 reasonably be considered to be trade secret, proprietary, confidential, or otherwise legally protected,  
3 Company shall designate only that part of such information submittal as Confidential Information  
4 under this Agreement. Information that is publicly available from any other source shall not be  
5 claimed as Confidential Information under this Agreement. Any party shall have the right to  
6 challenge at any time the Company's designation of any document or portion thereof as  
7 "Confidential" in accordance with the procedures described in Section 6 of this Agreement.

8  
9 (b) **Use of Confidential Information - Proceedings.** All persons who may be  
10 entitled to review, or who are afforded access to any Confidential Information by reason of this Order  
11 shall neither use nor disclose the Confidential Information for purposes of business or competition, or  
12 any purpose other than the purpose of preparation for and conduct of proceedings in the above-  
13 captioned docket and all subsequent appeals, and shall keep the Confidential Information secure as  
14 confidential or proprietary information and in accordance with the purposes, intent and requirements  
15 of this Order.

16 This Order does not prohibit a party, including Staff, from using and disclosing Confidential  
17 Information provided by Company in reports or documents that aggregate all information gathered  
18 from the parties to this docket, provided that Company's individual disclosure is indiscernible from  
19 the aggregate report. In addition, where Confidential Information provided by Company is  
20 confidential solely as a result of either disclosing individual customer information or disclosing  
21 specific prices, this Agreement shall not prohibit a party, including Staff, from the public disclosure  
22 of such information in an aggregated form, where no individual customer or specific individual price  
23 can be ascertained.

24 (c) **Persons Entitled to Review.** Each party that receives Confidential  
25 Information pursuant to this Order must limit access to such Confidential Information to (1) attorneys  
26 employed or retained by the party in these proceedings and the attorneys' staff; (2) experts,  
27 consultants and advisors who need access to the material to assist the party in these proceedings; (3)  
28 only those employees of the party who are directly involved in these proceedings, provided that

1 counsel for the party represents that no such employee is engaged in the sale or marketing of that  
2 party's products or services. In addition, access to Confidential Information may be provided to  
3 Commissioners and all Commission Administrative Law Judges, and Commission advisory staff  
4 members and employees of the Commission to whom disclosure is necessary. Where Commission  
5 Staff acts as an advocate in a trial or adversarial role, disclosure of both Confidential Information and  
6 Highly Confidential Information to Staff members and consultants employed by the Staff shall be  
7 under the same terms and conditions as described herein for parties.

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

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

25 2. (a) **Notes.** Limited notes regarding Confidential Information may be taken by  
26 counsel and experts for the express purpose of preparing pleadings, cross-examinations, briefs,  
27 motions and argument in connection with this proceeding, or in the case of persons designated in  
28

1 section 1(c) of this Protective Order, to prepare for participation in this proceeding. Such notes shall  
2 then be treated as Confidential Information for purposes of this Order, and shall be destroyed after the  
3 final settlement or conclusion of these proceedings in accordance with subsection 2(b) below.

4 (b) **Return.** All notes, to the extent they contain Confidential Information shall  
5 be destroyed after the final settlement or conclusion of these proceedings. The party destroying such  
6 Confidential Information shall advise the providing party of that fact within a reasonable time from  
7 the date of destruction.

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

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

22 “HIGHLY CONFIDENTIAL – USE RESTRICTED PER PROTECTIVE ORDER IN  
23 DOCKET NO. T-01846B-09-0274, *ET AL.*”

24 Placing a “Highly Confidential” stamp on the first page of a document indicates only that one  
25 or more pages contain Highly Confidential Information and will not serve to protect the entire  
26 contents of a multi-page document. Each page that contains Highly Confidential Information must be  
27 marked separately to indicate Highly Confidential Information, even where that information has been  
28 redacted. The unredacted versions of each page containing Highly Confidential Information, and

1 provided under seal, should be submitted on paper distinct in color from non-confidential information  
2 and "Confidential Information" described in section 1 of this Protective Order.

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

18 Any party providing either Confidential Information or Highly Confidential Information may  
19 object to the designation of any individual as a person who may review Confidential Information  
20 and/or Highly Confidential Information. Such objection shall be made in writing to counsel  
21 submitting the challenged individual's Exhibit "A" or "B" within three (3) business days after  
22 receiving the challenged individual's signed Exhibit "A" or "B". Any such objection must  
23 demonstrate good cause to exclude the challenged individual from the review of the Confidential  
24 Information or Highly Confidential Information. Written response to any objection shall be made  
25 within three (3) business days after receipt of an objection. If, after receiving a written response to a  
26 party's objection, the objecting party still objects to disclosure of either Confidential Information or  
27 Highly Confidential Information to the challenged individual, the Commission shall determine  
28

1 whether Confidential Information or Highly Confidential Information must be disclosed to the  
2 challenged individual.

3 Copies of Highly Confidential Information may be provided to in-house attorneys and  
4 experts, outside counsel and outside experts who have signed Exhibit "B". The in-house experts who  
5 have signed Exhibit "B" may inspect, review and make notes from the in-house attorney's copies of  
6 Highly Confidential Information.

7 Persons authorized to review the Highly Confidential Information will maintain the  
8 documents and any notes reflecting their contents in a secure location to which only designated  
9 counsel and experts have access. No additional copies will be made, except for use during hearings  
10 and then such disclosure and copies shall be subject to the provisions of Section 6. Any testimony or  
11 exhibits prepared that reflect Highly Confidential Information must be maintained in the secure  
12 location until removed to the hearing room for production under seal. Unless specifically addressed  
13 in this section, all other sections of this Protective Order applicable to Confidential Information also  
14 apply to Highly Confidential Information. Execution of this Agreement by the parties and  
15 performance of their obligations hereunder shall not result in waiver of any claim, issue, or dispute  
16 concerning the trade secret, proprietary, confidential, or legally protected nature of the Confidential  
17 Information provided.

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

21 5. **Small Company Exemption.** Notwithstanding the restrictions in sections 1 and 3  
22 applicable to persons who may access Confidential Information or Highly Confidential Information,  
23 a Small Company may designate any employee or in-house expert to review Confidential  
24 Information and/or Highly Confidential Information if the producing party, upon request, gives prior  
25 written authorization for that person to review Confidential Information and/or Highly Confidential  
26 Information. If the producing party refuses to give such written authorization, the reviewing party  
27 may, for good cause shown, request an order from the Administrative Law Judge allowing a  
28

1 prohibited person(s) to review Confidential Information and/or Highly Confidential Information.  
2 The producing party shall be given the opportunity to respond to the Small Company's request  
3 before an order is issued. "Small Company" means a party with fewer than 5000 employees,  
4 including the employees of affiliates' U.S. ILEC, CLEC, and IXC operations within a common  
5 holding company; provided, however, that no company that is classified as a Class A telephone  
6 utility under Commission Rule 1-3 shall qualify as a "Small Company" for purposes of this Order.

7 6. **Challenge to Confidentiality.** This Order establishes a procedure for the expeditious  
8 handling of information that a party claims is Confidential or Highly Confidential. It shall not be  
9 construed as an agreement or ruling on the confidentiality of any document. Any party may  
10 challenge the characterization of any information, document, data or study claimed by the providing  
11 party to be confidential in the following manner:

- 12
- 13 (a) A party seeking to challenge the confidentiality of any materials pursuant to this Order  
14 shall first contact counsel for the providing party and attempt to resolve any  
15 differences by stipulation;
- 16 (b) In the event that the parties cannot agree as to the character of the information  
17 challenged, any party challenging the confidentiality shall do so by appropriate  
18 pleading. This pleading shall:
- 19 (1) Designate the document, transcript or other material challenged in a manner  
20 that will specifically isolate the challenged material from other material  
21 claimed as confidential; and
- 22 (2) State with specificity the grounds upon which the documents, transcript or  
23 other material are deemed to be non-confidential by the challenging party.
- 24 (c) A ruling on the confidentiality of the challenged information, document, data or study  
25 shall be made by an Administrative Law Judge after proceedings in camera, which  
26 shall be conducted under circumstances such that only those persons duly authorized  
27 hereunder to have access to such confidential materials shall be present. This hearing  
28 shall commence no earlier than five (5) business days after service on the providing  
party of the pleading required by subsection 6(b) above.
- (d) The record of said in camera hearing shall be marked "CONFIDENTIAL – SUBJECT  
TO PROTECTIVE ORDER IN DOCKET NO. T-01846B-09-0274, *ET AL.*". Court  
reporter notes of such hearing shall be transcribed only upon agreement by the parties  
or Order of the Administrative Law Judge and in that event shall be separately bound,  
segregated, sealed, and withheld from inspection by any person not bound by the

1 terms of this Order.

- 2 (e) In the event that the Administrative Law Judge should rule that any information,  
3 document, data or study should be removed from the restrictions imposed by this  
4 Order, no party shall disclose such information, document, data or study or use it in  
5 the public record for five (5) business days unless authorized by the providing party to  
6 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 7. (a) **Receipt into Evidence.** Provision is hereby made for receipt into evidence in  
8 this proceeding materials claimed to be confidential in the following manner:

- 9
- 10 (1) Prior to the use of or substantive reference to any Confidential Information, the  
11 parties intending to use such Information shall make that intention known to  
the providing party.
- 12 (2) The requesting party and the providing party shall make a good-faith effort to  
13 reach an agreement so that the Information can be used in a manner which will  
not reveal its confidential or proprietary nature.
- 14 (3) If such efforts fail, the providing party shall separately identify which portions,  
15 if any, of the documents to be offered or referenced shall be placed in a sealed  
16 record.
- 17 (4) Only one (1) copy of the document designated by the providing party to be  
placed in sealed record shall be made.
- 18 (5) The copy of the documents to be placed in the sealed record shall be tendered  
19 by counsel for the providing party to the Commission, and maintained in  
20 accordance with the terms of this Order.

21 (b) **Seal.** While in the custody of the Commission, materials containing  
22 Confidential Information shall be marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE  
23 ORDER IN DOCKET NO. T-01846B-09-0274, *ET AL.*" and Highly Confidential Information shall  
24 be marked "HIGHLY CONFIDENTIAL – USE RESTRICTED PER PROTECTIVE ORDER IN  
25 DOCKET NO. T-01846B-09-0274, *ET AL.*" and shall not be examined by any person except under  
26 the conditions set forth in this Order.

27 ...

28 ...

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

8 (d) **Access to Record.** Access to sealed testimony, records and information  
9 shall be limited to the Administrative Law Judge, Commissioners, and their respective staffs, and  
10 persons who are entitled to review Confidential Information or Highly Confidential Information  
11 pursuant to subsection 1(c) above and have signed Exhibit "A" or "B", unless such information is  
12 released from the restrictions of this Order either through agreement of the parties or after notice to  
13 the parties and hearing, pursuant to the ruling of an Administrative Law Judge, the order of the  
14 Commission an/or final order of a court having final jurisdiction.

15 (e) **Appeal/Subsequent Proceedings.** Sealed portions of the record in this  
16 proceeding may be forwarded to any court of competent jurisdiction for purposes of an appeal but  
17 under seal as designated herein for the information and use of the court or the FCC. If a portion of  
18 the record is forwarded to a court or the providing party shall be notified which portion of the sealed  
19 record has been designated by the appealing party as necessary to the record on appeal.

20 (f) **Judicial Proceedings Related to Non-Party's Request for Disclosure.**  
21 Where the Commission, Administrative Law Judge, or Staff determines that disclosure is not  
22 appropriate, the Company as the real party in interest shall join as a co-defendant in any judicial  
23 action brought against the Commission and/or Commissioners by the party seeking disclosure of the  
24 information, unless the Company is already specifically named in the action. Company also agrees to  
25 indemnify and hold the Commission harmless from any assessment of expenses, attorneys' fees, or  
26 damages resulting from the Commission's denial of access to the information found to be non-  
27 confidential.  
28

1 In the event that the Commission becomes legally compelled (by deposition, interrogatory,  
2 request for documents, subpoena, civil investigative demand, or similar process) to disclose any of  
3 the Confidential Information, the Commission shall provide Company with prompt written notice of  
4 such requirement so that Company may seek an appropriate remedy and/or waive compliance.

5 (g) **Return.** Unless otherwise ordered, Confidential Information and Highly  
6 Confidential Information, including transcripts of any depositions to which a claim of confidentiality  
7 is made, shall remain under seal, shall continue to be subject to the protective requirements of this  
8 Order, and shall, at the providing party's discretion, be returned to counsel for the providing party, or  
9 destroyed by the receiving party, within thirty (30) days after final settlement or conclusion of these  
10 proceedings. If the providing party elects to have Confidential Information or Highly Confidential  
11 Information destroyed rather than returned, counsel for the receiving party shall verify in writing that  
12 the material has in fact been destroyed. Notwithstanding the provisions of paragraphs 3 and 7, the  
13 Receiving Party and any person executing Exhibit B may maintain and retain electronic copies of  
14 Highly Confidential materials, but only if such electronic copies are generated, maintained and  
15 subsequently destroyed subject to systems backup (i.e., non-manual and computer system generated).

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

26 9. **Summary of Record.** If deemed necessary by the Commission, the providing party  
27 shall prepare a written summary of the Confidential Information referred to in the Order to be placed  
28

1 on the public record.

2           10.    **Breach of Agreement.** Company, in any legal action or complaint that it files in any  
3 court alleging breach of this Agreement shall, at the written request of the Commission, name the  
4 Arizona Corporation Commission as a Defendant therein.

5           11.    **Non-Termination.** The provisions of this Agreement shall not terminate at the  
6 conclusion of this proceeding.

7  
8  
9  
10  
11  
12  
13  
14  
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 \_\_\_\_\_, 2009, in Docket No. T-01846B-09-0274, *ET AL.*, 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 \_\_\_\_\_, 2009, in Docket No. T-01846B-09-0274, *ET AL.*, 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