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BEFORE THE 2004 FEB -5 AM 6: 28
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.U.C.
SECRETARY'S BUREAU

William McKnight,

Complainant

v.

Verizon Pennsylvania Inc.,

Respondent

Docket No. C-20030616

DOCKETED
MAR 10
FEB 17 2004

PROTECTIVE ORDER

In recognition that documents, information and other materials provided by Verizon Pennsylvania Inc. ("Verizon PA") to the Pennsylvania Office of Consumer Advocate ("OCA") and the Complainant during the course of this proceeding may represent or contain proprietary and confidential information, the Administrative Law Judge hereby enters this Protective Order. As part of this Protective Order, the attached Confidentiality Agreement is also adopted to ensure that such proprietary or confidential information provided to the Complainant's and OCA's experts and consultants, if any, is afforded protection from unwarranted disclosure, while permitting parties appropriate access to such proprietary or confidential information,

THEREFORE:

IT IS ORDERED:

1. That this Protective Order is entered with respect to all materials and information identified in Ordering Paragraph No. 2, below, that are produced in discovery or otherwise presented during this proceeding. All persons identified in Ordering Paragraph No. 4 below,

**DOCUMENT
FOLDER**

RJP

now and hereafter granted access to the materials and information subject to this Protective Order, shall use and disclose such information only in accordance with this Protective Order.

2. That the materials subject to this Protective Order include any and all correspondence, documents, data, information, studies, methodologies and other materials that Verizon PA furnishes in the above-captioned proceeding, pursuant to Commission rules, regulations, discovery procedures, or cross-examination or provides as a courtesy to a party to this proceeding, which materials are claimed to be of a proprietary or confidential nature and that are designated "PROPRIETARY" or "CONFIDENTIAL."

3. That Proprietary Information shall be made available to the Complainant, the OCA, and OCA experts or consultants, if any, for use in this proceeding. For purposes of filing, to the extent that Proprietary Information is placed in the Commission's report folders, such information shall be marked and handled in accordance with routine Commission procedures inasmuch as the report folders are not subject to public disclosure. To the extent the Proprietary Information is placed in the Commission's testimony or document folders, such information shall be separately bound, conspicuously marked, and accompanied by a copy of this Protective Order.

4. That Proprietary Information shall be made available to the Complainant and to counsel for the OCA (including secretaries, legal assistants, or other such employees of the OCA) pursuant to the following procedures:

a. Proprietary Information. To the extent required for participation in this proceeding, the Complainant, the OCA and OCA experts or consultants, if any, may have access to Proprietary Information provided by Verizon PA subject to the following restrictions.

i. Such expert or consultant may not hold any of the following positions with any actual or potential competitor of Verizon PA: (a) an officer, board member, stockholder, partner, owner other than stock of Verizon PA, or an employee of any competitor of Verizon PA; or (b) an officer, board member, stockholder, partner, owner other than stock of any affiliate of a competitor of Verizon PA; provided, however, that any expert shall not be disqualified on account of being a stockholder, partner, or owner unless his/her interest in the competitor's business creates a significant potential for violations of the limitations of permissible use of the Proprietary Information. For purposes of this Protective Order, stocks, partnership, or other ownership interest valued at less than \$100,000 and/or constituting less than a 2% interest in a business does not, in itself, establish a *significant potential* for violation.

ii. If a retaining party's independent expert, another member of the independent expert's firm, or the independent expert's firm generally also serves as an expert for, or as a consultant or advisor to a competitor or any affiliate of a competitor of Verizon PA, said independent expert must: (1) advise Verizon PA of the competitor's or affiliate's names(s); (2) make reasonable attempts to segregate those personnel assisting in the expert's participation in this proceeding from those personnel working on behalf of a competitor or any affiliate of a competitor of Verizon PA; and (3) if segregation of such personnel is impractical, the independent expert shall give to Verizon PA written assurances that the lack of segregation will in no way jeopardize the interests of Verizon PA. Verizon PA retains the right to challenge the adequacy of the written assurances that its interests will not be jeopardized.

b. No other persons may have access to the Proprietary Information except as authorized by order of the Commission or the presiding ALJ.

5. That persons obtaining access to Proprietary Information under this Protective Order shall use the information only in the conduct of this proceeding and any administrative or judicial proceeding arising from this proceeding, and shall not use such information for any other purpose, including business, governmental, commercial or other administrative or judicial proceedings. No person who may be entitled to receive, or who is afforded access to, any Proprietary Information shall use or disclose such information for any other purpose, including business, governmental, commercial or other administrative or judicial proceedings.

6. That prior to making Proprietary Information available to any person as provided in Ordering Paragraph No. 4, above, counsel for the OCA shall deliver a copy of this Protective Order to such person and shall receive a written acknowledgment from that person in the form attached as Appendix A to this Protective Order and designated as the Confidentiality Agreement. Counsel shall promptly deliver to Verizon PA a copy of the executed Confidentiality Agreement. A copy of any executed Confidentiality Agreement must also be filed with the Secretary's Bureau.

7. That Verizon PA shall designate the data or documents as constituting or containing Proprietary Information by affixing an appropriate proprietary stamp or typewritten designation on such data or documents. Where only part of the data compilations or multi-page

documents constitutes or contains Proprietary Information, Verizon PA shall so designate only the specific data or pages that constitute or contain Proprietary Information.

8. That any public reference to Proprietary Information by counsel or persons afforded access thereto shall only be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to fully understand the reference and not more.

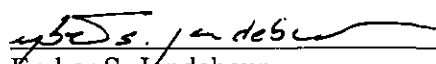
9. That the Proprietary Information shall remain a part of the record, to the extent admitted into the record, for all purposes of administrative or judicial review. The part of the record in this proceeding containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross-examination, argument, and responses to discovery, and including reference thereto as mentioned in ordering Ordering Paragraph No. 8, above, shall be sealed for all purposes, except as provided herein, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Protective Order, either through the agreement of the parties or pursuant to an order of an ALJ or the Commission.

10. That the parties affected by the terms of this Protective Order shall retain the right to: (1) question or challenge the alleged proprietary or confidential nature of Proprietary Information; (2) question or challenge the admissibility of Proprietary Information; (3) refuse or object to the production of Proprietary Information on any proper ground, including but not limited to irrelevance, immateriality, or undue burden; (4) seek an order permitting disclosure of Proprietary Information beyond that allowed in this Protective Order; (5) and to seek additional

measures or protection of Proprietary Information beyond those provided in this Protective Order. If a challenge is made to the designation of a document or information as Proprietary Information, the party claiming that the information is Proprietary Information bears the burden of demonstrating that the designation is necessary and appropriate. Unresolved challenges shall be decided on motion or petition by the presiding ALJ or the Commission as provided by 52 Pa. Code §5.423(a). All such challenges will be resolved in conformity with existing rules, regulations, orders, statutes, precedent, etc., to the extent that such guidance is available.

11. That upon completion of this proceeding and any administrative or judicial proceeding arising from this proceeding, all copies (except as have been filed with the Commission) of all documents and other materials, including notes, which contain any Proprietary Information, shall be immediately returned upon request to Verizon PA.

Dated: February 2, 2004



Ember S. Jandebeur
Administrative Law Judge

APPENDIX A

PENNSYLVANIA PUBLIC UTILITY COMMISSION

| | | |
|----------------------------|---|-----------------------|
| William McKnight, | : | |
| | : | |
| Complainant | : | |
| | : | |
| v. | : | Docket No. C-20030616 |
| | : | |
| Verizon Pennsylvania Inc., | : | |
| | : | |
| Respondent | : | |

CONFIDENTIALITY AGREEMENT

TO WHOM IT MAY CONCERN:

The undersigned is the _____ of _____ (retaining party) and is not, or has no knowledge or basis for believing that he/she is: (1) an officer, board member, stockholder, partner or owner other than stock of any competitor of Verizon Pennsylvania Inc. (producing party) or an employee of any competitor of the producing party who is primarily involved in the pricing, development, and/or marketing of products or services that are offered in competition with those of the producing party; or (2) an officer, board member, stockholder, partner, or owner than stock of any affiliate of a competitor of the producing party. (See ¶4 of Protective Order).

The undersigned has read the Protective Order and understands that it and this Confidentiality Agreement deal with the treatment of Proprietary Information. The undersigned agrees to be bound by, and to comply with, the terms and conditions of said Protective Order as a condition of access to the Proprietary Information. Further, the undersigned, if an independent expert, represents that he/she has complied with the provisions of ordering paragraph number 4(a)(ii) of the Protective Order prior to executing this Confidentiality Agreement.

DATE: _____

Signature

Print Name

Status relative to Retaining Party

Employer

Address

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