

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Miranda Grace Edwards

v.

Duquesne Light Company

:
:
:
:
:
:

Docket No. C-2018-3002741

Stipulated Protective Agreement

This Agreement is between and among Miranda Grace Edwards (Edwards); Duquesne Light Company (DLC) attorney Paul Shane Miller, Esquire; and collectively, any expert witnesses for DLC and any and all other experts whom DLC attorneys may hire or whom DLC’s attorneys may consult with in regards to the above-captioned proceeding ("Proceeding"). This Agreement establishes procedures for the protection of certain confidential information involved in the Proceeding.

Intending to be legally bound, the parties hereby agree as follows:

1. That the information subject to this Stipulated Protective Agreement is all correspondence, documents, data, personal health information, studies, and other materials to be furnished by Edwards pursuant to DLC’s interrogatories to Edwards as to her personal information and other details of her private life, and which Edwards’ expert witnesses may provide to DLC, pursuant to a release signed by Edwards. Such materials will be referred to below as “Confidential Information.” When a statement or exhibit is identified for the record, the portions thereof that constitute Confidential Information shall be so designated for the record.
2. All Confidential Information shall only be made available to DLC subject to the terms of this Stipulated Protective Agreement. DLC counsel shall use or disclose the

Confidential Information only for purposes of preparing or presenting evidence, cross examination or argument in this Proceeding. DLC may afford access to Confidential Information made available by Edwards' experts (and healthcare providers, if applicable) (1) only to DLC's Experts, and (2) only subject to the terms of this Stipulated Protective Agreement.

Before DLC discloses any Confidential Information to anyone, (1) DLC shall secure written assurance from each of such potential persons to whom disclosure may be made that he or she will maintain the confidentiality of the Confidential Information and not disclose the Confidential Information further except in preparation for the above-mentioned Proceeding; (2) DLC shall provide Edwards with a list of DLC's experts to whom DLC intends to disclose the Confidential Information; and (3) signatures of such experts, that they agree to the terms of this Agreement shall be furnished to Edwards before DLC discloses any Confidential Information to any DLC expert.

DLC shall use its best efforts to safeguard the Confidential Information and not disclose any Confidential Information except as provided herein. DLC agrees to give Edwards written notice within 5 days of DLC's discovery of any unintentional disclosure of the Confidential Information and DLC shall cooperate with Edwards to rectify to the extent possible, any damage to Edwards for unintentional disclosure of Confidential Information.

Edwards retains the right to challenge the adequacy of DLC's written assurances that Confidential Information will not be jeopardized. No other persons may have access to the Confidential Information except as authorized by order of the Commission or of the presiding Administrative Law Judges.

Prior to making Confidential Information available to an expert, DLC shall deliver a copy of this Stipulated Protective Agreement to such expert and shall receive a written acknowledgment from the expert in the form attached as Appendix A to this Stipulated

Protective Agreement or similar acknowledgment consistent with the terms of this Stipulated Protective Agreement. Edwards shall be notified promptly of the identity of all persons provided access to Confidential Information pursuant to this paragraph and paragraph 2 above and shall be provided with a copy of each acknowledgment signed by each expert.

3. In addition, DLC acknowledges that all health information it receives from Edwards's healthcare providers pursuant to DLC's interrogatory requests is Confidential Information, and DLC shall immediately stamp each page of all Confidential Information "Confidential" and shall keep all Confidential Information segregated from its general litigation files in a secure location.

4. Further, DLC acknowledges that all personal information it receives from Edwards pursuant to DLC's interrogatory requests is Confidential Information, and DLC shall immediately stamp each page of all Confidential Information "Confidential" and shall keep all Confidential Information segregated from its general litigation files in a secure location.

5. DLC will consider and treat the Confidential Information as within the exemptions from disclosure provided in the Pennsylvania Right-to-Know Act as set forth at 65 P.S. § 67.708(b)(11). To the extent Confidential Information is provided electronically or by email, or other electronic means, DLC and its experts will send such information encrypted, and will use such electronic files only for this Proceeding, will not copy the files onto any hard drive and will not make any additional copies.

6. Any public reference to Confidential Information by DLC or its experts shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Confidential Information to understand fully the reference, but not more. The Confidential Information shall remain a part of the record, to the extent admitted, for all purposes of

administrative or judicial review but shall remain in a segregated location and shall be prominently marked "CONFIDENTIAL".

7. That part of any record of this Proceeding containing Confidential Information, including but not limited to all exhibits, writings, direct testimony, cross examination, argument, and responses to discovery, and including reference thereto as mentioned in paragraph 7 above, shall be sealed for all purposes, including administrative and judicial review, unless such Confidential Information is released from the restrictions of this Stipulated Protective Agreement, either through the agreement of the parties to this Stipulated Protective Agreement or pursuant to an order of an Administrative Law Judge or the Commission.

8. Edwards shall retain the right to question or challenge the admissibility of Confidential Information; to refuse to produce or object to the production of Confidential Information on any proper ground; and to seek additional measures of protection of Confidential Information beyond those provided in this Stipulated Protective Agreement.

9. That within thirty (30) days after a Commission decision is entered in the Proceedings, or in the event of appeals, within thirty (30) days after appeals are finally decided, DLC and DLC's experts upon request, shall either destroy or return to Edwards all copies of all documents and other materials not entered into the record, including notes, electronic or emailed files, which contain any Confidential Information. In the event that DLC elects to destroy all copies of documents and other materials containing Confidential Information instead of returning the copies of documents and other materials containing Confidential Information to Edwards, DLC shall certify in writing to Edwards that all the Confidential Information has been destroyed.

Agreed:

Miranda Grace Edwards

Signature: _____ Date: _____

Paul Shane Miller, Esquire

Signature: _____ Date: _____

(Name)

(Name)

By: _____

By: _____

Date: _____

Date: _____

(Name)

(Name)

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Miranda Grace Edwards

v.

Duquesne Light Company

:
:
:
:
:
:

Docket No. C-2018-3002741

**ACKNOWLEDGMENT OF
STIPULATED PROTECTIVE AGREEMENT**

TO WHOM IT MAY CONCERN:

The undersigned is _____ for DLC in the Proceeding as defined in the Stipulated Protective Agreement. The undersigned has read and understands the Stipulated Protective Agreement agreed to in the Proceeding, which Stipulated Protective Agreement deals with the treatment of Confidential Information. The undersigned agrees to be bound by, and comply with, the terms and conditions of said Stipulated Protective Agreement.

NAME

ADDRESS

EMPLOYER

DATE: _____