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September 14, 2023

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Office of Consumer Advocate, Office of Small Business Advocate v. Commonwealth Telephone Company, LLC d/b/a Frontier Communications Telephone Company
Docket No. C-2023-3037574

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Commonwealth Telephone Company, LLC d/b/a Frontier Communications Telephone Company's ("Frontier Commonwealth") Motion for Protective Order in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Norman J. Kennard

Norman J. Kennard

NJK/lww

Enclosure

cc: Hon. Stephen K. Hass w/enc. (via email only)
Hon. John Coogan w/enc. (via email only)
Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of Frontier Commonwealth's Motion for Protective Order upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

Aron J. Beatty, Esquire
Barrett C. Sheridan, Esquire
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
ABeatty@paoca.org
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*Counsel for the Office of Consumer
Advocate*

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555 Walnut Street
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*Counsel for the Office of Small Business
Advocate*

Dated: September 14, 2023

Bryce R. Beard
Bryce R. Beard, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Office of Consumer Advocate,	:	
Office of Small Business Advocate,	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2023-3037574
	:	
Commonwealth Telephone Company, LLC	:	
d/b/a Frontier Communications Telephone	:	
Company,	:	
Respondent.	:	

MOTION FOR PROTECTIVE ORDER

Commonwealth Telephone Company, LLC d/b/a Frontier Communications Telephone Company (“Frontier Commonwealth”) hereby files this Motion for Protective Order pursuant to the provisions of 52 Pa. Code §§ 5.362(a)(7) and 5.365(a) for the protection from public disclosure of certain confidential and proprietary information that the Frontier Commonwealth anticipates submitting to and exchanging with the parties during the course of this proceeding. In support thereof, the Frontier Commonwealth represents as follows:

1. On January 9, 2023, the Office of Consumer Advocate (“OCA”) and the Office of Small Business Advocate (“OSBA”) filed a Joint Complaint at the above referenced docket. The Joint Complaint alleges, *inter alia*, that Frontier Commonwealth has failed to comply with the Public Utility Code and the Commission’s regulations, with Frontier Commonwealth’s Amended Chapter 30 Plan, and the “Frontier Voluntary Commitments” as a product of the Commission’s approval of Frontier’s post-bankruptcy change in control. In particular, the Joint Complaint alleges that Frontier Commonwealth is providing unreasonable telephone service to its customers within the service territory of Frontier Commonwealth, which is adversely affecting customers.

2. On February 21, 2023, Frontier Commonwealth filed a verified Answer to the Joint Complaint.

3. To date, Frontier Commonwealth, the OCA, and the OSBA have been exchanging material in these dockets containing information that the parties consider confidential and proprietary (“Proprietary Information”) pursuant to the Commission rules and regulations, formal and informal discovery procedures, testimony or oral examination, or as a courtesy to parties. This motion requests that such Proprietary Information be appropriately protected against public disclosure throughout the course of this complaint and after its conclusion. The treatment of such information as set forth in the attached proposed Protective Order is justified because consistent with 52 Pa. Code § 5.365 and prior Commission precedent, unrestricted disclosure of such information is not in the public interest.

4. Pursuant to 52 Pa. Code §§ 5.362(a)(7) and 5.365, the Office of Administrative Law Judge or the Commission may issue a Protective Order to limit or prohibit disclosure of confidential commercial information where the potential harm to a participant would be substantial and outweighs the public’s interest in having access to the confidential information. In applying this standard, relevant factors to be considered include: the extent to which disclosure would cause unfair economic or competitive damage; the extent to which the information is known by others and used in similar activities; and the worth or value of the information to the party and to the party’s competitors. 52 Pa. Code § 5.365(a)(1)-(3).

5. The attached proposed Protective Order defines three categories of protected information. The first category is “CONFIDENTIAL” information, which is defined in Paragraph 3 of the attached proposed Protective Order as “those materials which customarily are treated by that party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that party or its clients to risk of competitive disadvantage or other business

injury.” The second category is “HIGHLY CONFIDENTIAL PROTECTED MATERIAL,”¹ which is defined in Paragraph 3 of the attached proposed Protective Order as “those materials that are of such a commercially sensitive nature among the parties or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials.” The third category is “CONFIDENTIAL SECURITY INFORMATION,” which is defined in Paragraph 3 of the attached proposed Protective Order as “those materials, as defined in Section 2 of Act 156 of 2006, P.L. 1425, No. 156, 35 P.S. § 2141.2 et seq. ‘The Public Utility Confidential Security Information Disclosure Protection Act,’ the disclosure of which creates a reasonable likelihood of endangering the physical security of public utility resources, infrastructure, facility or information storage system; and information regarding computer hardware, software and networks, including administrative and technical records, which, if disclosed, would be reasonably likely to jeopardize computer security.”

6. Paragraph 18 of the attached Protective Order guards against overly broad designations of protected information by giving all parties the right to question or challenge the confidential or proprietary nature of the information deemed “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL PROTECTED MATERIAL,” or “CONFIDENTIAL SECURITY INFORMATION.”

7. Limitation on the disclosure of information deemed “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL PROTECTED MATERIAL,” or “CONFIDENTIAL SECURITY INFORMATION” will not prejudice the rights of the participants, nor will such limitation frustrate the prompt and fair resolution of these dockets. The proposed Protective Order balances the interests of the parties, the public, and the Commission.

¹ The shorthand “HIGHLY CONFIDENTIAL” may be used interchangeably when designating information that is “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” as discussed throughout this Order.

8. The attached Protective Order sought by Frontier Commonwealth also will protect the proprietary nature of competitively valuable information while allowing the parties to use such information for purposes of this proceeding. The proposed Protective Order applies the least restrictive means of limitation that will provide the necessary protections from disclosure.

9. Frontier Commonwealth has consulted with the active parties to these dockets including the Office of Consumer Advocate and the Office of Small Business Advocate. Frontier Commonwealth is authorized to represent that the active parties do not object to the proposed Protective Order.

WHEREFORE, for all the reasons set forth above, Frontier Commonwealth respectfully requests that Your Honors issue the attached Protective Order.

Respectfully Submitted,

/s/ Norman J. Kennard

Norman J. Kennard, Esq. (I.D. No. 29921)

Bryce R. Beard, Esq. (I.D. No. 325837)

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Dated: September 14, 2023

*Counsel for Commonwealth Telephone Company,
LLC d/b/a Frontier Communications Telephone
Company*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Office of Consumer Advocate,	:	
Office of Small Business Advocate,	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2023-3037574
	:	
Commonwealth Telephone Company, LLC	:	
d/b/a Frontier Communications Telephone	:	
Company,	:	
Respondent.	:	

PROTECTIVE ORDER

On September 14, 2023, Commonwealth Telephone Company, LLC d/b/a Frontier Communications Telephone Company (“Frontier Commonwealth”) filed a Motion for a Protective Order in the above-captioned proceeding pursuant to the provisions of 52 Pa. Code § 5.365(a). In its Motion, Frontier Commonwealth avers that its proposed protective Order has been shared with the other parties and no party indicated that it opposed the proposed protective order.

THEREFORE, IT IS ORDERED THAT:

1. The Motion is hereby granted with respect to all materials and information identified in Paragraphs 2 – 3 below.
2. The information subject to this Protective Order is all correspondence, documents, data, information, studies, methodologies and other materials, furnished in these dockets, which are believed by the producing party to be of a proprietary or confidential nature, and which are so designated by being marked “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL PROTECTED MATERIAL”,² or “CONFIDENTIAL SECURITY INFORMATION.” Such materials will be referred to below as “Proprietary Information.” When a statement or exhibit is identified for the record, the portions thereof that constitute Proprietary Information shall be designated as such for the record.

² The shorthand “HIGHLY CONFIDENTIAL” may be used interchangeably when designating information that is “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” as discussed throughout this agreement.

3. The parties may designate as “CONFIDENTIAL” those materials which customarily are treated by that party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that party or its clients to risk of competitive disadvantage or other business injury. The parties may designate as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” those materials that are of such a commercially sensitive nature among the parties or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials. The parties shall endeavor to limit their designation of information as HIGHLY CONFIDENTIAL PROTECTED MATERIAL. The parties agree that materials containing specific, individual customer information shall be identified as HIGHLY CONFIDENTIAL PROTECTED MATERIAL and that access to these materials may be further restricted by the producing party. The parties may designate as “CONFIDENTIAL SECURITY INFORMATION” those materials, as defined in Section 2 of Act 156 of 2006, P.L. 1425, No. 156, 35 P.S. § 2141.2 et seq. “The Public Utility Confidential Security Information Disclosure Protection Act,” the disclosure of which creates a reasonable likelihood of endangering the physical security of public utility resources, infrastructure, facility, or information storage system; and information regarding computer hardware, software and networks, including administrative and technical records, which, if disclosed, would be reasonably likely to jeopardize computer security.

4. Proprietary Information shall be made available to counsel for a party, subject to the terms of this Protective Order. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in these dockets. To the extent required for participation in these dockets, counsel for a party may afford access to Proprietary Information subject to the conditions set forth in this Protective Order.

5. Information deemed as “CONFIDENTIAL” shall be made available to a “Reviewing Representative” who is a person that has signed a Non-Disclosure Certificate attached hereto as Appendix A or Appendix B hereto, and who is:

- (a) An attorney who has entered an appearance in these dockets for a party or a statutory advocate pursuant to 52 Pa. Code § 1.8, if not an attorney;
- (b) Attorneys, paralegals, and other employees associated for purposes of these dockets with an attorney described in subparagraph 5(a);

- (c) An expert or an employee of an expert retained by a party for the purpose of advising, preparing for, or testifying in these dockets; or
- (d) Employees or other representatives of a party appearing in these dockets with significant responsibility for this docket.

With regard to the Office of Consumer Advocate (“OCA”) and the Office of Small Business Advocate (“OSBA”), information deemed as “CONFIDENTIAL” shall be made available to the OCA and OSBA Attorneys subject to the terms of this Protective Order. The OCA and OSBA Attorneys shall use or disclose the CONFIDENTIAL information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in these dockets. To the extent required for participation in these dockets, the OCA and OSBA Attorneys may afford access to CONFIDENTIAL information only to OCA and OSBA’s Consumer Advocate/Small Business Advocate, Deputy Consumer Advocate, and administrative support staff without the need for the execution of a Non-Disclosure Certificate, who are full-time employees of the OCA or OSBA and bound by all the provisions of this Protective Order by virtue of the OCA and OSBA Attorneys’ execution of a Non-Disclosure Certificate.

6. Information deemed as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” may be provided to a “Reviewing Representative” who has signed a Non-Disclosure Certificate attached hereto as Appendix B and who is:

- (a) An attorney who has entered an appearance in these dockets for a party or a statutory advocate pursuant to 52 Pa. Code § 1.8, if not an attorney;
- (b) An attorney, paralegal, or other employee associated for purposes of these dockets with an attorney described in subparagraph 6(a);
- (c) An outside expert or an employee of an outside expert retained by a party for the purposes of advising, preparing for, or testifying in these dockets; or
- (d) A person designated as a Reviewing Representative for purposes of HIGHLY CONFIDENTIAL PROTECTED MATERIAL.

With regard to OCA and OSBA, information deemed as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” shall be made available to the OCA and OSBA Attorneys subject to the terms of this Protective Order. The OCA and OSBA Attorneys shall use or disclose the HIGHLY CONFIDENTIAL PROTECTED MATERIAL only for purposes of preparing or

presenting evidence, cross examination, argument, or settlement in these dockets. To the extent required for participation in these dockets, the OCA and OSBA Attorneys may afford access to HIGHLY CONFIDENTIAL PROTECTED MATERIAL only to OCA and OSBA's Consumer Advocate/Small Business Advocate, Deputy Consumer Advocate, and administrative support staff without the need for the execution of a Non-Disclosure Certificate, who are full-time employees of the OCA or OSBA and bound by all the provisions of this Protective Order by virtue of the OCA and OSBA Attorneys' execution of a Non-Disclosure Certificate.

Provided, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission's Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to HIGHLY CONFIDENTIAL PROTECTED MATERIAL, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular parties.

7. Information deemed as "CONFIDENTIAL SECURITY INFORMATION" may be provided to a "Reviewing Representative" who has signed a Non-Disclosure Certificate attached hereto as Appendix B and who is:

- (a) An attorney who has entered an appearance in these dockets for a statutory advocate pursuant to 52 Pa. Code § 1.8, or a statutory advocate if not an attorney;
- (b) An attorney, paralegal, or other employee associated for purposes of these dockets with an attorney described in subparagraph 7(a); or
- (c) An outside expert or an employee of an outside expert retained by a statutory advocate for the purposes of advising, preparing for, or testifying in these dockets.

CONFIDENTIAL SECURITY INFORMATION will only be provided for inspection via:
(a) in-person review at the offices of Eckert Seamans Cherin & Mellott, LLC, 213 Market Street, 8th Floor, Harrisburg, PA 17101; or (b) in-person review, or upon request of a statutory advocate or an attorney for a statutory advocate, at another location in the Harrisburg-metro area of the Commonwealth, between the hours of 9 A.M. to 5 P.M., Monday through Friday. Such review may be proctored, and the Reviewing Representatives are prohibited from reproducing such information in any form without the prior authorization of Frontier Commonwealth's counsel (including taking detailed notes, making photocopies, or taking pictures). If a statutory advocate

determines that it is necessary to use CONFIDENTIAL SECURITY INFORMATION as part of their presentation of evidence in these dockets, such statutory advocate shall request a copy from counsel for Frontier Commonwealth, which permission shall not be unreasonably withheld and subject to that party confirming it understands and will abide by the terms of this Protective Order concerning use of such materials.

Provided, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission's Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to CONFIDENTIAL SECURITY INFORMATION, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular parties.

8. For purposes of this Protective Order, a Reviewing Representative may not be a "Restricted Person."

- (a) A "Restricted Person" shall mean: (i) an officer, director, stockholder, partner, or owner of any competitor of the parties or an employee of such an entity if the employee's duties involve marketing or pricing of the competitor's products or services; (ii) an officer, director, stockholder, partner, or owner of any affiliate of a competitor of the parties (including any association of competitors of the parties) or an employee of such an entity if the employee's duties involve marketing or pricing of the competitor's products or services; (iii) an officer, director, stockholder, owner or employee of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; and (iv) an officer, director, stockholder, owner or employee of an affiliate of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; provided, however, that no expert shall be disqualified on account of being a stockholder, partner, or owner unless that expert's interest in the business would provide a significant motive for violation of the limitations of permissible use of the Proprietary Information. For purposes of this Protective Order, stocks, partnership, or other ownership interests valued at more than \$10,000 or constituting more than a 1% interest in a business (excluding ownership interest where the expert has no direct knowledge of such interest, or control over investment or business decisions, such as a mutual fund) establishes a significant motive for violation.
- (b) If an expert for a party, another member of the expert's firm, or the expert's firm generally also serves as an expert for, or as a consultant or advisor to, a Restricted Person, said expert must: (i) identify for the parties each Restricted Person and each expert or consultant; (ii) make reasonable attempts to segregate those personnel assisting in the expert's participation in these dockets from those personnel working on behalf of a Restricted Person; and (iii) if segregation of such

personnel is impractical, the expert shall give to the producing party written assurances that the lack of segregation will in no way jeopardize the interests of the parties or their customers. The parties retain the right to challenge the adequacy of the written assurances that the parties' or their customers' interests will not be jeopardized. No other persons may have access to the Proprietary Information except as authorized by order of the Commission.

9. In the event that a party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(a) through 5(d), 6(a) through 6(c), or 7(a) through 7(c) above or a person that is a Restricted Person under Paragraph 8, the party shall seek agreement from the party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative with respect to those materials. If no agreement is reached, the party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

10. A qualified "Reviewing Representative" for "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" may review and discuss "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" with their client or with the entity with which they are employed or associated, to the extent that the client or entity is not a "Restricted Person", but may not share with or permit the client or entity to review the "HIGHLY CONFIDENTIAL PROTECTED MATERIAL." Such discussions must be general in nature and not disclose specific "HIGHLY CONFIDENTIAL PROTECTED MATERIAL"; provided, however, that counsel the OCA and OSBA may share proprietary information with the Consumer Advocate, Deputy Consumer Advocate, and Small Business Advocate, respectively, without obtaining a Non-Disclosure Certificate from these individuals, so long as these individuals otherwise abide by the terms of the Protective Order.

11. Information deemed Proprietary Information shall not be used except as necessary for the conduct of these dockets, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of these dockets and who needs to know the information in order to carry out that person's responsibilities in these dockets. Reviewing Representatives may not use information contained in any Proprietary Information obtained through these dockets to give any party or any competitor of any party a commercial advantage.

12. Reviewing Representatives shall execute a Non-Disclosure Certificate in order to obtain access to Proprietary Information, and will be subject to the following conditions:

- (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Proprietary Information pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate, provided that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial personnel, and clerical personnel under the attorney's instruction, supervision, or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the party asserting confidentiality prior to disclosure of any Proprietary Information to that Reviewing Representative.
- (b) Attorneys and outside experts qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with the Protective Order.

13. None of the parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

14. The parties shall designate data or documents as constituting or containing Proprietary Information by marking the documents "CONFIDENTIAL," "HIGHLY CONFIDENTIAL PROTECTED MATERIAL," or "CONFIDENTIAL SECURITY INFORMATION." Where only part of data compilations or multi-page documents constitutes or contains Proprietary Information, the parties, insofar as reasonably practicable within discovery and other time constraints imposed in these dockets, shall designate only the specific data or pages of documents that constitute or contain Proprietary Information. The Proprietary Information shall be served upon the parties hereto only, and the materials shall be separate from the nonproprietary materials and conspicuously marked "CONFIDENTIAL," "HIGHLY CONFIDENTIAL PROTECTED MATERIAL," or "CONFIDENTIAL SECURITY INFORMATION." For filing purposes, Proprietary Information shall be filed separately from the nonproprietary materials and conspicuously marked "CONFIDENTIAL," "HIGHLY CONFIDENTIAL PROTECTED MATERIAL," or "CONFIDENTIAL SECURITY INFORMATION."

15. The parties will consider and treat the Proprietary Information as within the exemptions from disclosure provided in Section 335(d) of the Public Utility Code, 66 Pa. C.S. § 335(d), and the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 *et seq.*, until such time as the information is found to be non-proprietary. In the event that any person or entity seeks to compel the disclosure of Proprietary Information, the non-producing party shall promptly notify the producing party in order to provide the producing party an opportunity to oppose or limit such disclosure.

16. Any public reference to Proprietary Information by a party or its Reviewing Representatives shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

17. Part of any record of these dockets 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 Paragraph 16 above, shall be sealed for all purposes, 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 to these dockets or pursuant to an order of the Commission.

18. The parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information and to question or challenge the admissibility of Proprietary Information. If a party challenges the designation of a document or information as proprietary, the party providing the information retains the burden of demonstrating that the designation is appropriate.

19. The parties shall retain the right to question or challenge the admissibility of Proprietary Information; to object to the production of Proprietary Information on any proper ground; and to refuse to produce Proprietary Information pending the adjudication of the objection.

20. Within 30 days after a Commission final order is entered in the above-captioned dockets, or in the event of appeals, within 30 days after appeals are finally decided, the parties, upon request, shall either destroy or return to the parties all copies of all documents and other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that a party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the parties, the party shall certify in writing to the producing party that the Proprietary Information has been destroyed.

Dated: September, 2023

/s/
Steven K. Haas, Administrative Law Judge
John Coogan, Administrative Law Judge

APPENDIX A

Office of Consumer Advocate, :
Office of Small Business Advocate, :
Complainants, :
 :
v. : Docket No. C-2023-3037574
 :
Commonwealth Telephone Company, LLC :
d/b/a Frontier Communications Telephone :
Company, :
Respondent. :

NON-DISCLOSURE CERTIFICATE
FOR CONFIDENTIAL MATERIALS

TO WHOM IT MAY CONCERN:

The undersigned is the _____ of
_____ (the retaining party). The undersigned has
read and understands the Protective Order and the required treatment of Proprietary Information.
The undersigned agrees to be bound by and comply with the terms and conditions of said Protective
Order.

DATE

SIGNATURE

NAME (Printed)

ADDRESS

EMPLOYER

APPENDIX B

Office of Consumer Advocate,	:	
Office of Small Business Advocate,	:	
Complainants,	:	
	:	
v.	:	Docket No. C-2023-3037574
	:	
Commonwealth Telephone Company, LLC	:	
d/b/a Frontier Communications Telephone	:	
Company,	:	
Respondent.	:	

**NON-DISCLOSURE CERTIFICATE FOR
HIGHLY CONFIDENTIAL MATERIALS**

TO WHOM IT MAY CONCERN:

The undersigned is the _____ of _____ (the retaining party). The undersigned has read and understands the Protective Order and the required treatment of information designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” or “CONFIDENTIAL SECURITY INFORMATION” as defined in the Protective Order. The undersigned agrees to be bound by and comply with the terms and conditions of said Protective Order. The undersigned understands and agrees that, pursuant to Paragraphs 6 and 7, a party providing HIGHLY CONFIDENTIAL PROTECTED MATERIAL and CONFIDENTIAL SECURITY INFORMATION may seek further protection, including, but not limited to, total prohibition of disclosure as to particular individuals, even where Appendix B has been executed.

SIGNATURE

ADDRESS

NAME (Printed)

EMPLOYER

DATE