



Robert C. Riter, Jr.
Darla Pollman Rogers
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Margo D. Northrup

Associate:
Lindsey Riter-Rapp

Of Counsel:
Robert D. Hofer

December 11, 2008

Ms. Patricia Van Gerpen
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: In the Matter of the Petition of Cheyenne River Sioux Tribe Telephone Authority for Arbitration Pursuant to the Telecommunications Act of 1996 to Resolve Issues Relating to An Interconnection Agreement with Alltel Communications, LLC
TC 08-122

Dear Patty:

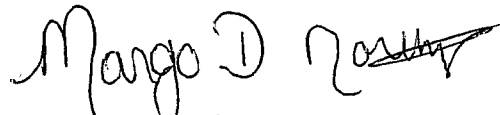
Attached for filing please find Cheyenne River Sioux Tribe Telephone Authority's Confidentiality Agreement. By copy of this letter, service is intended on the parties identified on the Certificate of Service.

If you have any questions, please contact me.

Very truly,

RITER, ROGERS, WATTIER
& NORTHRUP, LLP

BY:


Margo D. Northrup

MDN/cs

Enclosures

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	
CHEYENNE RIVER SIOUX TRIBE FOR)	
THE ARBITRATION PURSUANT TO)	
TELECOMMUNICATIONS ACT OF 1996)	DOCKET NO. <u>TC 08-122</u>
TO RESOLVE ISSUES RELATING TO)	
AN INTERCONNECTION AGREEMENT)	CONFIDENTIALITY
CONNECTION AGREEMENT WITH)	AGREEMENT
ALLTEL COMMUNICATIONS INC.)	

CONFIDENTIALITY AGREEMENT

COME NOW Cheyenne River Sioux Tribe Telephone Authority (“CRST”) and Alltel Communications, Inc. (“Alltel”), by and through their undersigned counsel, and pursuant to the provisions of A.R.S.D. 20:10:01:39 through A.R.S.D. 20:10:01:41, jointly submit this Confidentiality Agreement to the South Dakota Public Utilities Commission (the “Commission”).

The parties are participating in discovery in this matter. The discovery process requires the disclosure of confidential information which is considered proprietary in nature. The parties further anticipate the disclosure of this confidential information in hearings and proceedings related to this arbitration proceeding. Because the parties participate in an extremely competitive business environment, CRST and Alltel desire to enter into this Agreement for the purpose of protecting information from competitors.

CRST and Alltel respectfully request that the Commission recognize the terms of the following Confidentiality Agreement.

CONFIDENTIALITY AGREEMENT

It is hereby agreed:

1. This Confidentiality Agreement (“Agreement”) shall govern all documents, information, or other materials produced by parties to this action which are properly designated as confidential.

2. Any party shall have the right to designate as confidential all documents, information, or other materials (“Confidential Information”) by clearly marking the same as “Confidential” or utilizing other comparable language. Such Confidential Information shall include:

All documents and information (including confidential information in computer storage media or devices of every type or description) filed with the Commission or furnished to other parties as part of testimony or briefs or pursuant to any requests for information, subpoenas, or other modes of discovery (formal or informal), and including depositions, that are claimed to be of a trade secret, proprietary, or confidential nature shall be so marked by the party so claiming, by stamping the same with a designation indicating its trade secret, proprietary or confidential nature. Access to and review of Confidential Information shall be strictly controlled by the terms of this Agreement.

3. Information designed as Confidential shall not be disclosed to anyone other than the following (“Qualified Persons”):

- a. counsel of record for any party in this action;
- b. paralegal, stenographic, clerical, or other employees of counsel of record in this action;
- c. court reporters and their employees engaged to record and transcribe testimony in this action;
- d. independent experts and consultants employed by counsel of record in this action to assist in the preparation or trial of this action;
- e. directors, officers, and employees of any party in this action to the extent that disclosure of confidential information is necessary with respect to the active participation in this proceeding by such director, officer, or employee of such party;
- f. any witness from whom testimony is being taken during the course of his or her testimony or during the preparation thereof provided that such

- witness may not retain any confidential information; and
- g. a Court of competent jurisdiction and employees of such Court.

4. Information designated as confidential shall not be disclosed to persons specified in 3(d), (e), and (f) until such persons have signed a nondisclosure agreement in the form that is attached hereto and incorporated herein as Exhibit A, agreeing to be bound by the terms and conditions of this Confidentiality Agreement. The nondisclosure agreement shall contain the signatory's full name, permanent address and employer, and the name of the party with whom the signatory is associated. The completed Exhibit A then must be distributed to the parties in this proceeding. Each Qualified Person (a) shall not reveal any information designated as confidential to anyone other than another person who meets any criteria established pursuant to paragraph (3) and who shall also have read this Agreement and completed and signed Exhibit A; (b) agrees to utilize and designate material solely for purposes of preparation for and conduct of this proceeding and not for any other purpose; and (c) agrees to keep all information designated as confidential secure at all times in accordance with the purpose and intent of this Agreement. Where any Qualified Person currently has or may in the future have responsibilities for marketing, product development, market analysis, market entry, or strategic planning for a competitor of any of the parties to this action now or in the future, that person shall take reasonable steps to limit his/her exposure to information designated as confidential to information relevant to that person's testimony or involvement in this matter and it shall be a violation of this Agreement for such person to rely on information designated as confidential obtained through discovery in this case to carry out marketing, product development, market analysis, market entry or strategic planning responsibility duties for any party or any other entity employing the person now or in the future.

The provisions of paragraph 1 will not apply to any information that (i) is or becomes publicly available without breach of this Confidentiality Agreement; (ii) can be shown by documentation to have been known by the party receiving the information at the time of its receipt from the party producing the information; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by the party receiving the information without reference to any Confidential Information.

5. Confidential Information shall be accessible to the Commission, Commission counsel, and Commission staff members and shall not be used or disclosed except for the purpose of conducting, issuing orders in, and otherwise participating in, this proceeding.

6. Information designated as confidential shall not be used or disclosed in any manner except for the exclusive purposes of this action. Any person who may be entitled to receive, or who is afforded access to information designated as confidential shall neither use nor disclose the same for purposes of business or competition, or any purpose other than the preparation for and the conduct of this action, and then solely as contemplated herein, and shall take those precautions that are necessary to keep the information secure in accordance with this Confidentiality Agreement.

7. Neither information designated as confidential nor any summaries or compilations of the whole or any part thereof disclosed by a producing party to another party's attorneys in this case shall be revealed or distributed to anyone other than Qualified Persons to this Agreement.

8. No more than five (5) copies shall be made of information designated as confidential. Copies shall prominently bear the statement "Confidential" or that disclosure

of the contents is prohibited. All copies shall be returned, without further notice, to counsel for the producing party or, at the option of the parties receiving the copies, destroyed at the conclusion of this proceeding, including any rehearing or appeals. Notes, memoranda, or other written or recorded materials of any kind containing confidential and proprietary data or summaries or compilations of the whole or any part of any information designated as confidential shall be destroyed when no longer needed in the conduct of this proceeding. Information designated as confidential but made part of the record in this proceeding, shall remain in possession of the Commission.

9. In the event any party intends to use or uses confidential information in testimony, exhibits, discovery or discovery responses, cross-examination, briefs or any other pleading or document to be filed in this proceeding, the following shall apply:

- a. Discovery, exhibits, testimony, briefs or other pleadings containing the information claimed to be confidential shall be filed under seal with the Commission by the party preparing and using the same in sealed envelopes or other appropriate containers, which shall be prominently marked with the legend "CONFIDENTIAL." The complete document containing the protected material shall not be filed in the public record.
- b. The pages of the documents which contain information claimed to be Confidential shall be clearly marked.

10. Any party may object to the designation of information as confidential by serving written notice of objection on all parties, specifying the information to which the objection is made. The party designating the information as confidential shall file a motion for determination by the Commission with respect to the confidential designation within 20 days after the service of the notice of objection. The party objecting to the confidential designation shall thereafter be allowed 10 days to respond. In the event an appropriate

motion is filed with the Commission, the disputed information shall remain confidential pending resolution by the Commission.

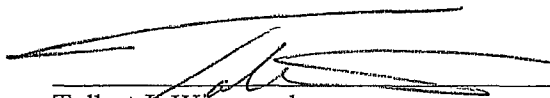
11. The parties retain the right to question, challenge, and object to the admissibility of any information designated as confidential disclosed under the terms of this Stipulation.

12. This Stipulation shall not restrict the right or ability to disclose of any party to this action with respect to its own information.

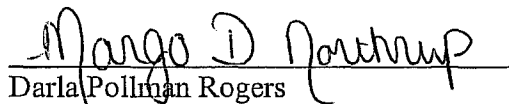
13. This Stipulation shall be effective immediately and apply to any information previously designated as confidential.

Dated this 11 day of December, 2008.

ALLTEL COMMUNICATIONS, INC.


Date: 12/4/08
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CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY


Date: 12-11-08
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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Karen E. Cremer Date: Dec. 5, 2008

Karen Cremer
South Dakota Public Utilities Commission
Staff Counsel
500 East Capitol
Pierre, South Dakota 57501

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OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	
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AN INTERCONNECTION AGREEMENT)	CONFIDENTIALITY
CONNECTION AGREEMENT WITH)	AGREEMENT
ALLTEL COMMUNICATIONS INC.)	

CERTIFICATE OF SERVICE

The undersigned, attorney for Petitioner, hereby certifies that a true and correct copy of the foregoing Confidentiality Agreement was served electronically on the 11th day of December, 2008, upon:

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501
Patty.vangerpen@state.sd.us

Mr. Stephen Rowell
Alltel Communications Inc.
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Stephen.b.rowell@alltel.com

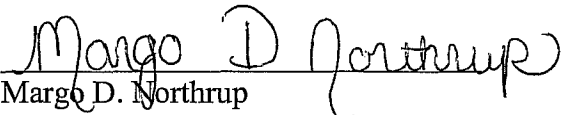
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