

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

<p>In the Matter of</p> <p>QWEST CORPORATION dba CENTURYLINK QC</p> <p>Petition for Commission Approval of Non- impaired Wire Center Lists pursuant to the Triennial Review Remand Order</p>	<p>Docket No. _____</p>
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CONFIDENTIALITY AGREEMENT

The purpose of this Confidentiality Agreement ("Agreement") is to facilitate the disclosure of documents and information during the course of these proceedings and to protect Confidential Information and Highly Confidential Information. Access to and review of Confidential Information and Highly Confidential Information by parties other than government agencies shall be strictly controlled by the terms of this Agreement. Filings with government agencies will be governed by ARSD §§ 20:10:01:39 – 20:10:01:44. The parties signing this Agreement, which parties are hereinafter referred to as "parties", "persons" or "entities" agree to the terms of paragraphs one through twelve below, and, upon that agreement, and all the files, records and proceedings herein, it is hereby agreed:

Each Party signing below agrees as follows:

1. (a) Confidential Information. All documents, data, studies and other materials furnished pursuant to any requests for information, subpoenas or other modes of discovery (formal or informal), and including depositions, and other requests for information, that are claimed to be of a trade secret, proprietary or confidential nature or otherwise

Attachment B

defined as Confidential Information under ARSD 20:10:01:39 (herein referred to as "Confidential Information"), shall be so marked by the providing party by stamping the same with a "NONPUBLIC DOCUMENT - CONTAINS CONFIDENTIAL INFORMATION" designation. All copies of documents so marked shall be made on yellow paper. In addition, all notes or other materials that refer to, derive from, or otherwise contain parts of the Confidential Information will be marked by the receiving party as "NONPUBLIC DOCUMENT - CONTAINS CONFIDENTIAL INFORMATION." Access to and review of Confidential Information shall be strictly controlled by the terms of this Agreement.

(b) Use of Confidential Information - Proceedings. All persons who may be entitled to review, or who are afforded access to any Confidential Information by reason of this Agreement shall neither use nor disclose the Confidential Information for purposes of business or competition, or any purpose other than the purpose of preparation for and conduct of proceeding in the above-captioned docket or before the Federal Communications Commission ("FCC"), and all subsequent appeals ("proceedings"), and shall keep the Confidential Information secure as trade secret, confidential or proprietary information and in accordance with the purposes, intent and requirements of this Agreement.

(c) Persons Entitled to Review. Each party that receives Confidential Information pursuant to this Agreement must limit access to such Confidential Information to (1) attorneys employed or retained by the party in proceedings and the attorneys' staff; (2) experts, consultants and advisors who need access to the material to assist the party in proceedings; (3) only those employees of the party who are directly involved in these proceedings, provided that counsel for the party represents that no such employee is engaged in the sale or marketing of that party's products or services. In addition, access to

Confidential Information may be provided to the government agencies, their counsel, employees, consultants and experts.

(d) Nondisclosure Agreement. Any party, person, or entity that receives Confidential Information pursuant to this Agreement shall not disclose such Confidential Information to any person, except persons who are described in section 1(c) above and who have signed a nondisclosure agreement in the form which is attached hereto and incorporated herein as Exhibit A.

The nondisclosure agreement (Exhibit A) shall require the person(s) to whom disclosure is to be made to read a copy of this Agreement and to certify in writing that they have reviewed the same and have consented to be bound by its terms. The nondisclosure agreement shall contain the signatory's full name, employer, business address and the name of the party with whom the signatory is associated. Such agreement shall be delivered to counsel for the providing party before disclosure is made, and if no objection thereto is registered to the Commission within five (5) days, then disclosure shall follow. An attorney who makes Confidential Information available to any person listed in section 1(c) above shall be responsible for having each such person execute an original of Exhibit A and a copy of all such signed Exhibit As shall be circulated to all other counsel of record promptly after execution.

2. (a) Notes. Limited notes regarding Confidential Information may be taken by counsel and experts for the express purpose of preparing pleadings, cross-examinations, briefs, motions and arguments in connection with this proceeding, or in the case of persons designated in section 1(c) of this Agreement, to prepare for participation in this proceeding. Such notes shall then be treated as Confidential Information for purposes of this Agreement,

and shall be destroyed after the final settlement or conclusion of the proceedings in accordance with section 2(b) below.

(b) Destruction. All notes, to the extent they contain Confidential Information and are protected by the attorney-client privilege or the work product doctrine, shall be destroyed after the final settlement or conclusion of the proceedings. The party destroying such Confidential Information shall advise the providing party of that fact within a reasonable time from the date of destruction.

3. Highly Confidential Information. Any person, whether a party or non-party, may designate certain competitive Confidential Information as "Highly Confidential Information" (herein referred to as "Highly Confidential Information") if it determines in good faith that it would be competitively disadvantaged by the disclosure of such information to its competitors. Highly Confidential Information includes, but is not limited to, documents, pleadings, briefs and appropriate portions of deposition transcripts, which contain information regarding the market share of, number of access lines served by, or number of customers receiving a specified type of service from a particular provider or other information that relates to marketing, business planning or business strategies.

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

NONPUBLIC HIGHLY CONFIDENTIAL INFORMATION-USE RESTRICTED
PER CONFIDENTIALITY AGREEMENT

Placing a "Highly Confidential" stamp on the first page of a document indicates only that one or more pages contain Highly Confidential Information and will not serve to protect the entire contents of a multi-page document. Each page that contains Highly Confidential Information must be marked separately to indicate Highly Confidential Information, even where that information has been redacted. The redacted versions of each page containing Highly Confidential Information, and provided under seal, should be submitted on paper distinct in color from non-confidential information and Confidential Information described in section 1 of this Agreement.

Parties seeking disclosure of Highly Confidential Information must designate the person(s) to whom they would like the Highly Confidential Information disclosed in advance of disclosure by the providing party. Such designation may occur through the submission of Exhibit B of the nondisclosure agreement identified in section 1(d).

Parties seeking disclosure of Highly Confidential Information shall not designate more than (1) a reasonable number of in-house attorneys who have direct responsibility for matters relating to Highly Confidential Information; (2) five in-house experts; and (3) a reasonable number of outside counsel and outside experts to review materials marked as Highly Confidential. Disclosure of Highly Confidential Information to Commissioners, Hearing Officers and Commission Advisory Staff members shall be limited to persons to whom disclosure is necessary. The Exhibit B also shall describe in detail the duties or responsibilities of the person being designated to see Highly Confidential Information and the person's role in the proceeding. Highly Confidential Information may not be disclosed to persons engaged in strategic or competitive decision making for any party, including the sale or marketing of products or services on behalf of any party.

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

Copies of Highly Confidential Information may be provided to the in-house attorneys, in-house consultants, outside counsel and outside experts who have signed Exhibit B.

Persons authorized to review the Highly Confidential Information will maintain the documents and any notes reflecting their contents in a secure location to which only designated counsel and experts have access. No additional copies will be made, except for use during hearings and then such disclosure and copies shall be subject to the provisions of this Agreement. Any testimony or exhibits prepared that reflect Highly Confidential Information must be maintained in a secure location until removed to the hearing room for production under seal. Unless specifically addressed in this section, all other sections of this Agreement applicable to Confidential Information also apply to Highly Confidential Information.

4. Small Company. Notwithstanding anything to the contrary in this Agreement, persons authorized to review Confidential Information and Highly Confidential Information on behalf of a company with less than 5,000 employees shall be limited to the following: (1) a reasonable number of in-house attorneys who have direct responsibility for matters relating to Highly Confidential Information; (2) a reasonable number of outside counsel; (3) the company's employees and witnesses; and (4) independent consultants acting under the direction of the company's counsel or senior management and directly engaged in this proceeding. Such persons do not include individuals primarily involved in marketing activities for the company, unless the party producing the information, upon request, gives prior written authorization for that person to review the Confidential Information or Highly Confidential Information. If the producing party refuses to give such written authorization, the company may, for good cause shown, request an order from the Administrative Law Judge ("ALJ") allowing that person to review the Confidential Information or Highly Confidential Information. The producing party shall be given the opportunity to respond to the company's request before an order is issued.

5. Masking. Information or documents provided in this proceeding showing the identity of any fiber-based collocators in a wire center must be designated as Confidential. Similarly, any information or documents provided in this proceeding showing the identity of a telecommunications carrier's business lines or line counts must be provided in a "masked" format, identifying the information using a code, and must be designated as Confidential. Each individual carrier will be provided its own code to verify data concerning that carrier. The government agencies will be provided a code for each carrier identified in the information or documents provided.

6. Objections to Admissibility. The furnishing of any document, data, study or other materials pursuant to this Agreement shall in no way limit the right of the providing party to object to its relevance or admissibility in proceedings before this Commission.

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

(a) A party seeking to challenge the confidentiality of any materials pursuant to this Agreement shall first contact counsel for the providing party and attempt to resolve any differences by stipulation;

(b) In the event that the parties cannot agree as to the character of the information challenged, any party challenging the confidentiality shall do so by appropriate pleading. This pleading shall:

(i) Designate the document, transcript or other material challenged in a manner that will specifically isolate the challenged material from other material claimed as confidential; and

(ii) State with specificity the grounds upon which the documents, transcript or other material are deemed to be non-confidential by the challenging party.

(c) A ruling on the confidentiality of the challenged information, document, data or study shall be made by the Commission pursuant to the procedures in ARSD 20:10:01:42.

8. (a) Receipt into Evidence. Provision is hereby made for receipt into evidence in this proceeding materials claimed to be confidential in the following manner:

(i) Prior to the use of, or substantive reference to, any Confidential or Highly Confidential Information, the parties intending to use such information shall make that intention known to the providing party.

(ii) The requesting party and the providing party shall make a good-faith effort to reach an agreement so the information can be used in a manner which will not reveal its trade secret, confidential or proprietary nature.

(iii) If such efforts fail, the providing party shall separately identify which portions, if any, of the documents to be offered or referenced shall be placed in a sealed record.

(iv) Only one (1) copy of the documents designated by the providing party to be placed in a sealed record shall be made.

(v) The copy of the documents to be placed in the sealed record shall be tendered by counsel for the providing party to the Commission, and maintained in accordance with the terms of this Agreement.

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

(c) Access to Record. Access to sealed testimony, records and information shall be limited to state employees authorized to review such information and persons who are entitled to review Confidential or Highly Confidential Information pursuant to section 1(c) above and have signed an Exhibit A or B, unless such information is released from the restrictions of this Agreement either through agreement of the parties or after notice to the parties and hearing, pursuant to the ruling of a Hearing Officer, the order of the Commission and/or final order of a court having final jurisdiction.

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

(e) Return. Unless otherwise ordered, Confidential Information and Highly Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the providing party within thirty (30) days after final settlement or conclusion of the proceedings. If the providing party elects to have Confidential Information or Highly Confidential Information destroyed rather than returned, counsel of the receiving party shall verify in writing that the material has in fact been destroyed.

9. Use in Pleadings. Where references to Confidential or Highly Confidential Information in the sealed record or with the providing party is required in pleadings, briefs,

arguments or motions (except as provided in section 7), it shall be by citation of title or exhibit number or some other description that will not disclose the substantive Confidential Information contained therein. Any use of or substantive references to Confidential or Highly Confidential Information shall be placed in a separate section of the pleading or brief and submitted to the Hearing Officer or the Commission under seal. This sealed section shall be served only on counsel of record and parties of record who have signed the nondisclosure agreement set forth in Exhibit A or B. All of the restrictions afforded by this Agreement apply to materials prepared and distributed under this section.

10. Summary of Record. If deemed necessary by the Commission, the providing party shall prepare a written summary of the Confidential or Highly Confidential Information referred to in the Agreement to be placed on the public record.

11. The inadvertent failure to identify material as Designated Material or to stamp a document as Confidential shall not be deemed a waiver of the protections afforded by this Agreement. In such event, the Producing Party shall, promptly upon discovery of its oversight, provide written notice of the error and substitute appropriately-labeled Designated Material. Any Party receiving such improperly-labeled Designated Material shall retrieve such Designated Material from persons not entitled to receive the information and, upon receipt of the substitute Designated Material, shall return or destroy the improperly-labeled Designated Material.

12. This Agreement shall not prevent a Party from applying to the Commission for relief therefrom, or from agreeing to modifications of this Agreement by stipulation of the Parties; or from applying to the Commission for a Confidentiality Agreement.

13. A person or entity not a party to the above-captioned matter that produces documents, provides information, or provides testimony in furtherance of discovery in this case is entitled to the benefits of this Confidentiality Agreement. Such person is considered to be a “Producing Party” as that term is used herein. Such person or entity shall receive notice and be entitled to be heard on any motion before the Commission relating to its designation of material as Confidential.

14. This Agreement is binding with respect to each Party and individuals that receive Confidential Information in accordance with its terms. Each executed copy of this Agreement shall be deemed the original by the party executing same.

Dated this 30th day of August, 2013.

QWEST CORPORATION DBA
CENTURYLINK QC

Jason D. Topp
200 South 5th Street, Room 2200
Minneapolis, MN 55402
(612) 312-5364

[Signatures of Intervenors to be Added]