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December 18, 2006

E-FILING

Patricia Van Gerpen
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre SD 57501-5070

RE: Sprint Communications Company, L.P. – Arbitration Consolidation:
ITC TC 06-175

Dear Ms. Van Gerpen:

As requested by the Commission when it set a Scheduling Order in the above-entitled matter, the parties have developed a Protective Order that the parties jointly request the Commission sign to control the exchange of documents in the arbitration proceeding. Staff attorney, Kara Van Bockern had no objections to the Order.

I have attached a copy of the Protective Order and would request the Commission sign the order as soon as time permits as the parties will exchange discovery on December 22, 2006, and the Protective Order should be in place prior to the exchange of documents to ensure a free exchange on that date. I will send the Order in Word format if you need to change the Order.

The parties do not believe it is necessary to hold a hearing on the entry of the Protective Order because the parties have agreed to the form. If the Commission still desires to hold a hearing, please let us know.

If you have any questions or desire any further information, please let me know.

Sincerely,



Talbot J. Wieczorek

TJW:klw
Enclosure

c: Meredith Moore
James Overcash
Paul Schudel
Thomas Moorman
Clients

- 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 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 Information; and
- g. a court of competent jurisdiction and employees of such court.

3. Information designated as confidential shall not be disclosed to persons specified in 2(d), (e), and (f) until such persons have signed a confidentiality 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 Protective Order. The 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 shall not reveal any Designated Material to anyone other than another person who meets any criteria established pursuant to paragraph (2) and who shall also have read this Order and completes and signs Exhibit A; to utilize and designate material solely for purposes of preparation for and conduct of this proceeding and not for any other purpose; and to keep all Designated Material secure at all times in accordance with the purpose and intent of this Order. 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 designated materials to those materials relevant to that person's testimony or involvement in this matter and it shall be made a violation of this

Order for such person to rely on designated materials 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.

4. The provisions of Section 1 will not apply to any information that (i) is or becomes publicly available without breach of this Protective Order; (ii) can be shown by documentation to have been known by the Receiving Party at the time of its receipt from the Producing Party; (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 Receiving Party without reference to any Confidential Information.

5. All Designated Material shall be treated as confidential (unless such status is specifically waived by the producing party or the State of South Dakota Public Utilities Commission (“SDPUC” or “Commission”) specifically finds that such material need not be so treated) shall be marked as “Confidential”, shall be held in confidence and used only in connection with this Docket, and shall be treated in accordance with any restrictions on the person or classes of persons to whom such material may be disclosed which are established by any party producing Designated Material. All parties shall exercise reasonable steps to safeguard the confidentiality of the Designated Material.

6. Neither the Designated Material 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 Order.

7. No more than five (5) copies shall be made of the Designated Materials. 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 of the Designated Material shall be destroyed when no longer needed in the conduct of this proceeding.

8. Any reference to Designated Material filed with the SDPUC in testimony, exhibits or Briefs shall be marked to readily identify the contents as Designated Material and marked "Confidential", shall be separately filed with the SDPUC, shall be distributed only to individuals who are Qualified Persons to this Order and members of the Commission staff participating in this proceeding and shall be retained by the Commission under seal and not as part of the public record.

9. This Order establishes a procedure for permitting access to Designated Material that the producing parties hereto claim contains information which is confidential or proprietary or a trade secret and shall not be construed as an agreement or concession by the parties that any document or data provided under the terms of this Order in fact contains confidential or proprietary or trade secret information. This Order does not waive any party's rights to contest the designation of any particular document or data as containing confidential, proprietary or trade secret information or to redact competitively sensitive material from any Designated Material.

10. It is further agreed that the parties hereto shall not be deemed to have waived any objections to the relevancy, materiality, or admissibility in the record of this proceeding of any of the Designated Material furnished or received pursuant to this Order.

11. This Order is binding with respect to each party and Qualified Persons in

accordance with its terms and each executed copy of this Order shall be deemed the original by the party executing same.

EXHIBIT A

NONDISCLOSURE AGREEMENT

I hereby certify that I am familiar with the terms and conditions of the Protective Order entered by the Commission in the above-captioned docket and agree to be bound by the terms and conditions thereof.

I further agree that the information requested shall be used only for the valid purposes of these proceedings as provided in said Order.

DATED this _____ day of _____, 2006.

Signature: _____

Name (type or print) _____

Address and Telephone: _____

Representing: _____

Position: _____