

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

**IN THE MATTER OF THE PETITION
OF ALLIANCE COMMUNICATIONS
COOPERATIVE, INC. FOR
ARBITRATION PURSUANT TO THE
TELECOMMUNICATIONS ACT OF
1996 TO RESOLVE ISSUES
RELATING TO AN
INTERCONNECTION AGREEMENT
WITH ALLTEL, INC.**

DOCKET No. TC 07-111

**STIPULATION AND
CONFIDENTIALITY AGREEMENT**

STIPULATION AND CONFIDENTIALITY AGREEMENT

COME NOW Alliance Communications Cooperative, Inc. ("Alliance") 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 Stipulation and 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, Alliance and Alltel desire to enter into this Agreement for the purpose of protecting information from competitors.

The parties have conferred in an effort to address the issue of confidentiality throughout the pendency of this proceeding and have entered into the following Stipulation. Alliance and Alltel respectfully request that the Commission recognize the terms of this Stipulation and Confidentiality Agreement.

STIPULATION AND CONFIDENTIALITY AGREEMENT

Accordingly, it is hereby stipulated and 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. Confidential information should also be copied onto yellow paper if practical. Access to and review of Confidential Information shall be strictly controlled by the terms of this order.

3. Information designated as Confidential shall not be disclosed to anyone other than the following:

- 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 legal advice rendered;
- 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. the Court and employees of the 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 confidentiality agreement, agreeing to be bound by the terms and conditions of this Order.

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 are 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 Stipulation.

7. 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, discovery, 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.

8. 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.

9. Upon the final disposition of this action, unless otherwise agreed in writing by counsel of record, each party or other person shall return or destroy all information designated as confidential, including all copies of the same, upon the request of the designating party. Information designated as confidential, but made part of the record in this proceeding, shall remain in possession of the Commission.

10. 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.

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

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

ALLIANCE COMMUNICATIONS COOPERATIVE, INC.

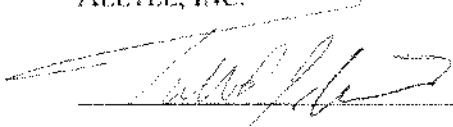


Date: 12/17/07

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Their Attorneys

REMAINING SIGNATURES TO FOLLOW ON PAGES BELOW

ALLTEL COMMUNICATIONS, INC.,
ALLTEL, INC.



Date: 12/14/07

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and

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REMAINING SIGNATURES TO FOLLOW ON PAGES BELOW

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Date: _____

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