

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

| | | |
|----------------------------------|---|---------------------|
| IN THE MATTER OF THE PETITION OF |) | |
| CELLCO PARTNERSHIP AND ITS |) | |
| SUBSIDIARIES AND AFFILIATES TO |) | DOCKET NO. TC10-090 |
| AMEND AND CONSOLIDATE ELIGIBLE |) | |
| TELECOMMUNICATIONS CARRIER |) | |
| DESIGNATIONS IN THE STATE OF |) | |
| SOUTH DAKOTA AND TO PARTIALLY |) | |
| RELINQUISH ETC DESIGNATION |) | |

PROTECTIVE ORDER

On good cause shown and without objection from any party to this docket, the Commission enters the following Protective Order:

1. “Designated Material” as used herein shall mean any data, document or other material in which the Producing Party has a good faith basis to assert the existence of confidential, proprietary, trade secret or other information subject to protection under A.R.S.D. 20:10:01:39, and which the Producing Party conspicuously designates and marks as including such information by marking the information as “Confidential.” In recognition of the increased logistic difficulties to other parties and the Commission in handling Designated Material, the Producing Party will make reasonable efforts to narrow the scope of information so designated and will confer in good faith to further narrow the scope of information so designated upon request of the Receiving Party.

2. Designated Material shall be used solely for purposes of this proceeding or any related appeal, and no person receiving such Designated Material shall, directly or indirectly, use, transfer, disclose or communicate the Designated Material for any other business, competitive, personal, private, public or other purpose whatsoever. Access to Designated Material shall be limited to the following individuals (the “Qualified Persons”):

EXHIBIT A

- 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 outside consultants employed by counsel of record in this action to assist in the preparation or trial of this action;
- e. directors, officers, and employees, including in-house counsel, of any Party in this action to the extent that disclosure of the Designated Material 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 Designated Material; and
- g. a court of competent jurisdiction and employees of such court.

3. Designated Material shall not be disclosed to persons specified in paragraph 2(a), (d), (e), and (f) above 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 Protective Order. 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.

4. Each Qualified Person shall agree to not reveal any Designated Material to anyone other than another person who meets any of the criteria established pursuant to paragraph (2) and who shall also have read this Order and completes and signs Exhibit A; to utilize the Designated 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 sales, marketing, product development, network planning, 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 Material 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 use or rely on Designated Material obtained through discovery or participation in this proceeding to carry out sales, marketing, product development, network planning, market analysis, market entry or strategic planning responsibility duties for any party or any other entity employing the person now or in the future.

5. The provisions of this Order will not apply to any information that (i) is now or later becomes publicly available without breach of this Protective Order; (ii) can be shown by documentation to have been in the possession or 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; (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Designated Material; or (v) is authorized in writing by the Disclosing Party to be released or is designated in writing by the Providing Party as no longer being Designated Material.

6. 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 ("Commission") specifically finds that such material need not be so treated. All Designated Material 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 and nondisclosure of the Designated Material.

7. Neither the Designated Material nor any summaries or compilations of the whole or any part thereof shall be revealed or distributed to anyone other than Qualified Persons to this Order.

8. 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 Designated Material obtained by any Party shall be and shall remain the exclusive property of the Producing Party. 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 appeal, and their destruction certified. Notes, memoranda, or other written or recorded materials of any kind containing 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. However, in-house counsel and outside counsel of record for the Parties shall be entitled to retain a set of Designated Material and all communications generated in connection with this proceeding, which records shall include a copy of this Order.

9. Any reference to Designated Material filed with the Commission 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 Commission, shall be distributed only to individuals who are Qualified Persons pursuant 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.

10. This Order establishes a procedure for permitting access to Designated Material that the Producing Party claims contains information which is confidential, proprietary, trade secret or otherwise subject to protection under A.R.S.D. 20:10:01:39, 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, proprietary, trade secret or protected information. This Order does not waive any Party's rights to contest the designation of any particular document or data as containing confidential, proprietary, trade secret or protected information or to redact competitively sensitive material from any Designated Material.

11. 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.

12. If information subject to a claim of attorney-client privilege, work product protection, or any other privilege or immunity is inadvertently produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product protection or other ground for withholding production to which any Producing Party would otherwise be entitled. Any inadvertently produced privileged materials shall be returned promptly to the Producing Party upon request and all copies destroyed.

13. 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 Protective Order. 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.

14. Any Party may object to the designation of any Designated Material by giving written notice to the Producing Party that it objects to the designation. Such notice shall specifically identify the Designated Material at issue and state the reasons for questioning the confidentiality, proprietary or trade secret designation. The objecting Receiving Party and Producing Party shall confer in good faith in an attempt to resolve any such dispute. If agreement is reached confirming or waiving the designation as to any documents subject to the objection, the Producing Party shall serve on all Parties a notice specifying the documents and the nature of the agreement. If the Parties are unable to resolve the dispute, the objecting Receiving Party may apply to the Commission for a ruling that the Designated Material is not appropriately designated, giving notice to the Producing Party. If such a motion is made, the Producing Party will have the burden to establish that the designation is proper under A.R.S.D. 20:10:01:42. Until the Commission rules on the motion, the documents shall be treated as Designated Material, as originally designated.

15. This Protective Order shall not prevent a Party from applying to the Commission for relief therefrom, or from applying to the Commission for further or additional Protective Orders, or from agreeing to modifications of this Protective Order by stipulation of the Parties.

16. This Order is binding with respect to each Party and Qualified Person 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 this proceeding as provided in said Protective Order.

DATED this ____ day of _____, 2010.

Signature: _____

Name (type or print) _____

Address and Telephone: _____

Representing: _____

Position: _____