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MEMPHIS

January 19, 2010

VIA EMAIL AND HAND DELIVERY

Chairman Sara Kyle
c/o Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

filed electronically in docket office on 01/19/10

Re: In re Petition of Chattanooga Gas Company for a General Rate Increase, Implementation of Energysmart Conservation Programs and Implementation of a Revenue Decoupling Mechanism, Docket No. 09-00183

Dear Chairman Kyle:

Enclosed please find an original and five (5) copies of Piedmont Natural Gas, Inc.'s Comments Regarding Model Protective Order for filing in Docket No. 09-00183. An electronic copy of the filing has also been transmitted via email to the Tennessee Regulatory Authority Docket Manager, Sharla Dillon. Please stamp one copy as "filed" and return to me by way of our courier.

Should you have any questions concerning any of the enclosed, please do not hesitate to contact me.

Sincerely,



R. Dale Grimes

Enclosure

January 19, 2010

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CC: **VIA E-MAIL**

Hon. Eddie Roberson, Ph.D.
Hon. Mary W. Freeman
Gary Hotvedt, Esq.
Richard Collier, Esq.
Ryan McGehee, Esq.
Kelly Cashman-Grams, Esq.
Rebecca Montgomery, Esq.
Ms. Darlene Standley
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Mr. Bruce Mottern

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:

Petition of Chattanooga Gas Company for a)	
General Rate Increase, Implementation of)	DOCKET NO. 09-00183
Energysmart Conservation Programs and)	
Implementation of a Revenue Decoupling)	
Mechanism)	

**PIEDMONT NATURAL GAS COMPANY INC.'S COMMENTS REGARDING THE
MODEL PROTECTIVE ORDER**

In accordance with the invitation of Hearing Officer Hotvedt, Piedmont Natural Gas Company Inc. ("Piedmont") has considered the competing protective orders submitted by Chattanooga Gas and the Consumer Advocate and Protection Division ("CAPD") to govern the exchange of Confidential Information in TRA dockets, and offers the following comments.

As noted by the CAPD in its submission regarding the Protective Order in Docket No. 09-00183, the Protective Order the CAPD proposes is based on a model that has evolved through extensive negotiations between the CAPD and other utilities in other dockets. For this reason, the Protective Order proposed by the CAPD is acceptable in many respects. However, there are some unacceptable aspects that are of critical importance for any "model" protective order being adopted by the TRA. Therefore, Piedmont submits that the TRA should adopt the Proposed Protective Order 3 attached as Exhibit A ("Proposed Protective Order"). This Proposed Protective Order is based on the CAPD's proposed protective order, with revisions to provide adequate protection for those matters left vulnerable or unclear by the CAPD's proposal. For the TRA's convenience, Piedmont attaches as Exhibit B a redline of the CAPD's proposed protective order reflecting the changes Piedmont proposes. As the CAPD clearly consents to all

provisions except those appearing in the redline, Piedmont limits its discussion to those provisions.

I. PARAGRAPHS 1, 10, AND 23

A. The Proposed Protective Order Is Consistent With The Tennessee Rules of Civil Procedure.

The discovery process, including protective orders entered in proceedings before the TRA, are expressly governed under the principles of Rule 26.03 of the Tennessee Rules of Civil Procedure. Specifically, the Authority's rules provide:

- TRA Rule 1220-1-2.11(1) – “Discovery shall be sought and effectuated in accordance with the Tennessee Rules of Civil Procedure.”
- TRA Rule 1220-1-2.11(10) – “Motions for protective orders filed pursuant to Tennessee Rules of Civil Procedure 26.03”

Accordingly, the Authority should first and foremost utilize the Tennessee Rules of Civil Procedure as a guide. Rule 26.03 (Protective Orders) of the Tennessee Rules of Civil Procedure provides:

Upon motion by a party or by the person from whom discovery is sought, and for good cause shown, the court in which the action is pending may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including . . . that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.

Tenn. R. Civ. P. 26.03(7).¹ The plain language of the Rule makes one thing abundantly clear: there is *no* requirement in Rule 26.03(7) that the confidential nature of materials have a basis articulated by state or federal law, regulation or rule. Rather, Rule 26.03(7) expressly contemplates the use of protective orders to facilitate discovery while preventing the disclosure of information that may not otherwise be described or protected from disclosure by already existing rules or laws. Indeed, Rule 26.03(7) provides for broad protection of information

¹ The Federal Rules of Civil Procedure utilizes the same operative language. See Fed. R. Civ. P. 26(c)(1)(G).

“which *justice* requires” – *not* only what is protected by “state and federal laws, rules or regulations.” Thus, the statutory language contemplates an equitable approach to the protection of confidential information that is *not* based on specific laws, rules or regulations authorizing specific confidential treatment. Consequently, the plain language of Rule 26.03(7) does not support — and actually contradicts — the any effort to impose a significantly more restrictive requirement for protection under Rule 26.03(7).

Further, upon considering the language of Rule 26.03(7) in conjunction with other “state and federal laws, rules or regulations,” it is clear that a flexible standard to the designation of confidential information is imperative. Federal and state laws, rules or regulations simply cannot anticipate or specifically address the multitude of information that may qualify for confidential treatment under Rule 26.03(7). The CAPD acknowledged this point when it noted that “some financial information may indeed be confidential” (Submission of CAPD Protective Order, at 2), but cannot deny that there are no “federal or state laws, rules and regulations” that specifically identify all confidential financial information from all non-confidential information.² Consequently, under the CAPD’s approach, a party would be foreclosed from protecting truly “confidential” financial information simply because the law has failed to specifically address each and every type of financial information that may arise in Authority proceedings. Alternatively, without the necessary protection afforded by a protective order, that party would be forced to refuse to produce such material in order to maintain the confidential integrity of the information. Under either scenario, the objective of Rule 26.03 to facilitate the exchange of discovery would be hindered.

² Nor could the laws, rules and regulations account for all such designations due to the incredibly fact-sensitive considerations associated with such designations. For instance, certain financial statements might be confidential for a private company, while the same financial statements would not be confidential for a public company.

Simply put, the CAPD's proposal would impose a standard that is not contemplated by or consistent with the Tennessee Rules of Civil Procedure. Not only does the Rule *not* require concepts of "confidentiality" to be based in specific laws, rules, or regulations, it expressly contemplates an equitable approach to a broad spectrum of information. Moreover, the Tennessee State Legislature has not found it necessary to amend Rule 26.03 in over 30 years. Additionally, the federal rules utilize the same language. Clearly, bodies instituting both state and federal procedural rules have had more than ample time to identify and address any shortcomings to the Rule, but have chosen to retain the language currently employed. It is therefore apparent that the language in Rule 26.03(7) is adequate in its current form.³ Using that plain language as a guide, there is no basis under the Tennessee Rules of Civil Procedure for the Authority to adopt a more restricted interpretation of the rules for protective orders.

B. The Proposed Protective Order Contains Adequate Safeguards To Guard Against Abuse.

The CAPD argues that "Protective Orders should not invest absolute discretion in public utilities to label a broad swath of information confidential without an underlying basis in state or federal law, rule and/or regulation." The Proposed Protective Order, however, fully addresses such a concern.⁴

1. Specific Language Within The Definition Prevents Abuse

First, the Proposed Protective Order specifically identifies what is subject to protection and disclosure. Specifically, the Proposed Protective Order provides:

³ The Supreme Court of Tennessee has noted that it "ill-behooves any court . . . to denigrate [the rules of civil, criminal, or appellate procedure] galvanized into law by joint judicial and legislative action." *DHS v. Vaughn*, 595 S.W.2d 62, 63 (Tenn. 1980).

⁴ For the same reasons set forth regarding Paragraph 1's definition of Confidential Information, the CAPD's inclusion of clause (f) in Paragraph 10 is likewise unacceptable, as it would prevent parties from protecting information unless it is expressly identified as proprietary or confidential under federal or state law, rule or regulation. Such a clause is inconsistent with the intent of Rule 26.03 of the Tennessee Rules of Civil Procedure. *See also* Comments filed by Atmos Energy in this Docket.

“Confidential Information,” shall mean documents, testimony, or information in whatever form which the Producing Party, in good faith, and based on reasonable inquiry, deems to contain trade secrets, confidential research or development, financial statements, confidential data of third parties or other sensitive information, and which has been specifically designated by the Producing Party.

Proposed Protective Order ¶ 1. Consistent with Rule 26.03 of the Tennessee Rules of Civil Procedure, the Proposed Protective Order recognizes trade secrets and confidential research or development as “Confidential Information.” The third prong of Rule 26.03(7), however, references “other commercial information” generally. Addressing any concerns regarding over-broad designations, the Proposed Protective Order specifically defines the otherwise vague universe of “other commercial information” to be specifically limited to financial statements, confidential data of third parties, and only “sensitive” information. By automatically limiting the parties to a finite universe of materials that may be designated confidential, the Protective Order has an inherent safeguard against abuse.

In contrast, the CAPD’s proposed definition of Confidential Information would leave out a great deal of sensitive business and proprietary information that the TRA has regularly protected. Unlike the narrow definition proposed by the CAPD, the Proposed Protective Order defines confidential information in a manner that is reasonably specific, but broad enough to protect a more comprehensive body of confidential information. Further, the Proposed Protective Order specifically requires the designating party to designate in “good faith, and based on reasonable inquiry,” which precludes a party from overtly exploiting a protective order.

2. Mechanism to Contest Designations

Crucially, even if a party is dissatisfied with the designations made by another party, the current Protective Order in no way impairs any party’s right to contest “confidential” designations. Thus, any party will always have a remedy to address improperly designated

material. The specific language governing what may be designated confidential, together with the good faith/reasonable inquiry requirement, provides sufficient protection against abuse.

C. There Is No Reasons For The TRA To Depart From Precedent

Although the above arguments should be dispositive, Piedmont would finally note that TRA precedent undermines the CAPD's argument that the protective order typically used by the TRA grants too much discretion to the utilities. Just since 2007, the TRA has entered the language utilized in Paragraphs 1 and 10 in at least 20 dockets.⁵ Notably, with the exception of the most recent,⁶ in not one of the 20 other cases did a party formally contest the designation of confidential information – even in the nearly half of those cases where the CAPD was a party. Based on that fact, there is no empirical evidence to support the claim that utilities abuse the discretion they must exercise in designating materials as “confidential.”

D. Paragraph 23

Consistent with the above, the Proposed Protective Order removes any ambiguities within the CAPD's proposal that could be read to require a producing party to cite “statutory authority” in support of its designation. Naturally, if such authority existed, the producing party would direct the CAPD's attention to it when defending designations, but a designating party's explanation should not be found deficient for lack of citation to statutory authority. Further, this revision in no way hinders any party's right to a full explanation with supporting details upon a challenge to a designation.

⁵ See Protective Orders entered in Docket Nos. 09-00127, 09-00126, 08-00039, 08-00024, 08-00021, 01-00704 & 02-00850 (consolidated) (entered July 14, 2008), 07-00265, 07-00266, 07-00269, 07-000212, 07-00174, 07-00175, 07-00073, 07-00053, 07-00007, 07-00003, 06-00299 (entered Mar. 21, 2007), 06-00298 (entered Mar. 21, 2007), 06-00220 (entered Mar. 2, 2007), 06-00290 (entered Jan. 19, 2007).

⁶ See Docket No. 09-00104, where the TRA had noted that a “model” Protective Order would be proposed for public comment.

II. PARAGRAPH 3

The Proposed Protective Order includes additional language that would limit the use of Confidential Information solely for purposes of the current proceeding. The rationale of this language is self-evident. The only reason a party should request information from a producing party should be for purposes of the current proceeding. Thus, this provision merely ensures that a party, once in possession of sensitive, confidential information, will not be entitled to exploit that information for any purpose other than the current proceeding. The TRA has approved and included this language in other TRA dockets and it is appropriate for any protective order the TRA seeks to make a model for purposes of dockets going forward.

III. PARAGRAPH 11

The revisions to Paragraph 11 of the Proposed Protective Order make no substantive change to the CAPD's proposed language. Rather, it only reverses the clauses appearing in the CAPD's sentence to make clear that — as would ordinarily be the case — the default deadlines are those set forth by the Hearing Officer in each case's procedural schedule. Thus, the Proposed Protective Order seeks only to make it clear that the alternative deadlines would only come into play where no procedural schedule exists.

IV. PARAGRAPH 15

The Proposed Protective Order would require, in the event the CAPD seeks permission from the TRA to retain Confidential Information despite a written request to return or destroy such Confidential Information, that the CAPD would alert the producing party in writing to the CAPD's request. Such notice enables the producing party to know where and with whom its Confidential Information is located. Such notice also prevents the producing party from having a false impression regarding the status of its Confidential Information if the producing party has requested the return or destruction of that material, but the CAPD wishes to maintain it.

V. PARAGRAPH 16

The Proposed Protective Order would remove the five-year limitation on the binding nature of the protective order. It cannot be said with any certainty that a document necessarily becomes “un-confidential” with the passage of time. It certainly cannot be said that occurs in the span of five years. Rather, the purpose of a protective order is to protect the exchange of information and that protection should not have an expiration date.

VI. PARAGRAPH 19

The revision to Paragraph 19 is necessary to make the Protective Order internally consistent. “Attorney General” is a defined term in the protective order. Paragraph 3(c) expressly limits disclosure of confidential materials to employees of the Attorney General. Accordingly, the current language of Paragraph 19 violates Paragraph 3(c) by permitting disclosure beyond that expressly delineated therein. By the modification proposed in the Proposed Protective Order, these two provisions are now consistent.

VII. PARAGRAPH 23(a)

The Proposed Protective Order reinserts language from previous TRA-approved protective orders that creates an exception to the clause appearing in Paragraph 23(a). Specifically, the additional language protects the confidential status of documents that involve “proprietary customer information provided by the Company to its customers or their marketers,” despite that information having been disclosed outside the producing party. Thus, for instance, data concerning private, customer information will not be deemed “distributed to the public” merely because that information was provided to the customer. Likewise, competitively sensitive data provided to advertising consultants for marketing purposes (and likely subject to non-disclosure agreements) would also not be deemed “distributed to the public.” Without such an exception, an entity will be constrained from sharing information

needed to conduct business for fear that such information will be unnecessarily subjected to widespread public disclosure.⁷

VIII. PARAGRAPHS 28 AND 29

The additional language proposed in Paragraphs 28 and 29 simply provides for the possibility that disputes may arise with regard to the confidential nature of certain materials more than 15 or 60 days following the entry of a protective order. This is certainly true in cases where a significant amount of discovery is being exchanged. Thus, the proposed modification permits the aggrieved party to take the action proposed by the CAPD calculated from the date of any ruling relating to the Order rather than the date the protective order was entered.⁸

IX. RESERVED PROVISIONS

For purposes of the Comments requested by Hearing Officer Hotvedt, Piedmont understands the purpose of this exercise is to develop a protective order that is generally applicable. As the TRA is aware, however, circumstances may arise whereby it will be necessary to adapt the protective order. For instance, certain cases will require a protective order to address “Protected Security Material” or “Highly Confidential Information,” which require additional safeguards beyond that provided for in an ordinary protective order. Alternatively, where competitors are parties to or involved with a contested case, it may be necessary to provide for restricted access of the materials beyond counsel for the parties. Under such circumstances, and consistent with Paragraph 17 of the Proposed Protective Order, a party should not be foreclosed from separately negotiating for additional protections. Additionally, to

⁷ Piedmont also supports the deletion of the reference to “or others” in Paragraph 23(a) of the CAPD’s model protective order, and adopts the reasoning set forth by Chattanooga Gas Company in its Response to the CAPD’s Submission.

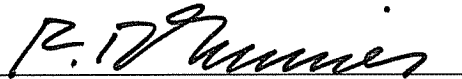
⁸ One final edit appears in Paragraph 22, which merely corrects a typographical error to reference the Protective Order rather than an “Amended” Protective Order.

the extent the TRA would like to develop standardized language for such provisions, Piedmont would readily submit additional Comments related thereto for the TRA's consideration.

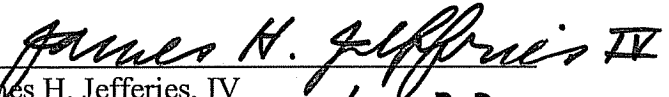
CONCLUSION

Piedmont recognizes and respects the desire of the TRA to adopt a standard protective order that will not necessarily require reengineering for each proceeding before the TRA. Piedmont submits that the Proposed Protective Order attached as Exhibit A offers the ideal standard under which to proceed.

Respectfully submitted this the 19th day of January 2010.



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*by RDE
w/permission*

Attorneys for Piedmont Natural Gas, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served, via the method(s) indicated below, on the following counsel of record, this the 19th day of January 2010.

<input type="checkbox"/> Hand	Robert E. Cooper, Jr., Esq.
<input checked="" type="checkbox"/> Mail	C. Scott Jackson, No. 11005
<input type="checkbox"/> Fax	Ryan L. McGehee, No. 25559
<input type="checkbox"/> Fed. Ex.	T. Jay Warner, No. 26649
<input checked="" type="checkbox"/> E-Mail	State Attorney General
	425 Fifth Avenue, North
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	Nashville, TN 37202-4015

<input type="checkbox"/> Hand	J.W. Luna, Esq.
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<input type="checkbox"/> Hand	A. Scott Ross, #15634
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<input type="checkbox"/> Fax	Moore & Van Allen, PLLC
<input type="checkbox"/> Fed. Ex.	100 North Tryon Street, Ste. 4700
<input checked="" type="checkbox"/> E-Mail	Charlotte, NC 28202-4003
	<i>Attorneys for Piedmont Natural Gas, Inc.</i>



Exhibit A

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:

Petition of [_____]

)
)
)
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)
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DOCKET NO.

PROPOSED PROTECTIVE ORDER

To expedite the flow of filings, exhibits and other materials, and to facilitate the prompt resolution of disputes as to the confidentiality of material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled, the Tennessee Regulatory Authority ("TRA") hereby orders that:

1. For the purpose of this Protective Order ("Order"), proprietary or confidential information, hereinafter referred to as "Confidential Information," shall mean documents, testimony, or information in whatever form which the Producing Party, in good faith, and based on reasonable inquiry, deems to contain trade secrets, confidential research or development, financial statements, confidential data of third parties or other sensitive information, and which has been specifically designated by the Producing Party. A "Producing Party" is defined as the party creating the Confidential Information as well as the party having actual physical possession of the information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any protected materials, shall be entitled to protection under this Order. Documents containing Confidential Information shall be conspicuously and specifically labeled as "CONFIDENTIAL." The documents must be produced in a way that will clearly identify to others that it contains Confidential Information.

EXHIBIT A

Any document so designated shall be handled in accordance with the Order. The provisions of any document containing Confidential Information may be challenged under Paragraph 10 of this Order.

2. Any individual or company subject to this Order, including Producing Parties or persons reviewing Confidential Information, shall act in good faith in discharging their obligations hereunder. Parties or non-parties subject to this Order shall include [] (the "Company"), and the Consumer Advocate and Protection Division of the Office of the Tennessee Attorney General ("Attorney General"), and other parties permitted to intervene subsequent to the date of entry of this order.

3. Subject to the exceptions noted below in this Paragraph 3, Confidential Information shall be used only for purposes of this proceeding, and shall be disclosed only to the following persons:

- a. counsel of record for the parties in this case and associates, secretaries, and paralegals actively engaged in assisting outside counsel of record in this docket and any appeals therefrom;
- b. in-house counsel for the parties;
- c. officers, directors, or employees of the parties, including employees of the Attorney General; provided that such officers, directors, and/or employees shall be subject to the provisions of this Protective Order, and shall not disclose such information further except as otherwise permitted under the terms of this Protective Order;
- d. TRA Directors and members of the staff of the TRA;
- e. outside consultants and expert witnesses employed or retained by the parties or their counsel, who have access to Confidential Information solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose Confidential Information to any outside consultant or expert witness who is expected to testify on that party's behalf, the party shall give five (5) days written notice to the Producing Party of intention to disclose Confidential Information. During such notice period, the

EXHIBIT A

Producing Party may move to prevent or limit disclosure for cause, in which case no disclosure shall be made until the TRA, the hearing officer, the administrative law judge or court rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the notice. Pre-hearing conferences may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery or by facsimile; and

- f. notwithstanding anything else to the contrary, under no circumstances shall any Confidential Information be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of the Producing Party.

4. Prior to disclosure of the Confidential Information to any of the authorized persons, the counsel representing the party who is to receive the Confidential Information shall provide a copy of the Order to the recipient Director, staff member, employee or, officer, who shall be bound by the terms of this Order. Prior to disclosure of Confidential Information to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign an affidavit in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of the documents labeled CONFIDENTIAL constitutes a violation of this Order (the "Affidavit"). The Affidavit shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the Producing Party a copy of each such Affidavit and shall keep the Affidavits executed by the parties' experts or consultants on file in their respective offices.

5. If any party or non-party subject to this Order inadvertently fails to label documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents, such failure shall not constitute a waiver of confidentiality, provided the party or non-party who has produced the document shall notify the recipient of the document in

EXHIBIT A

writing within five (5) days of discovery of such inadvertent failure to label the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as Confidential Information. In no event shall the TRA or Attorney General be liable for any claims or damages resulting from the disclosure of a document while not so labeled as CONFIDENTIAL. An inadvertent failure to label a document as CONFIDENTIAL shall not, in any way, affect the TRA's determination as to whether the document is entitled to Confidential Information status.

6. If any party or non-party subject to this Order inadvertently fails to label documents as Confidential Information in accordance with the provisions of this Order when producing such documents and such failure is not discovered in time to provide five (5) days notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-hearing Conference called for the purpose or at the Hearing on the merits may request designation of such documents as Confidential Information, and if the motion is granted by the Hearing Officer, Administrative Law Judge, or the TRA, the recipients shall immediately treat the subject documents as Confidential Information. The TRA, Hearing Officer, or Administrative Law Judge may also, at his or her discretion, either before or during the Pre-hearing Conference or Hearing on the merits of the case, allow information to be labeled Confidential Information and treated as such in accordance with the terms of this Order.

7. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed with the TRA in sealed envelopes labeled CONFIDENTIAL. The filing party shall also include with the filing a public version of pre-filed testimony with any

EXHIBIT A

Confidential Information redacted. In the TRA's files, each sealed envelope shall be labeled to reflect the style and docket number of this proceeding and to identify the subject matter of the content of the sealed envelope. Further, the envelopes at the TRA shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order by the TRA, hearing officer, or administrative law judge after due notice to counsel of record. Notwithstanding the foregoing, the directors and the staff of the TRA may review any paper filed as Confidential Information and labeled CONFIDENTIAL without obtaining an order of the TRA, hearing officer, or administrative law judge, provided the directors and staff maintain the confidentiality of the paper in accordance with the terms of this Order.

8. Documents, information and testimony designated as Confidential Information and labeled CONFIDENTIAL, in accordance with the Order, may be disclosed in testimony at the hearing on the merits of this proceeding and offered into evidence in any hearing related to this action, subject to the applicable rules of evidence and to such future orders as the TRA, hearing officer, or administrative law judge may enter. Any party intending to use documents, information, or testimony designated as Confidential Information shall inform the Producing Party and the TRA, hearing officer, or administrative law judge, prior to the hearing on the merits of the case, of the proposed use, and shall advise the TRA, the hearing officer, or administrative law judge, and the Producing Party before use of such information during witness examinations so that appropriate measures can be taken by the TRA, hearing officer, or administrative law judge to protect the confidential nature of the information.

9. Except for documents filed with the TRA, all documents covered by the terms of the Order that are disclosed to the requesting party shall be maintained in files labeled

CONFIDENTIAL and labeled with reference to this Order at the offices of the requesting party's counsel of record.

10. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of, or violation of the terms herein, any party subject to this Order, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation or terms of this Order, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose such information.

11. Any party may contest the designation of any document or information as Confidential Information by filing a motion with the TRA, hearing officer, administrative law judge or the courts, as appropriate, for a ruling that the documents, information, or testimony should not be so treated. All documents, information and testimony designated as Confidential Information, however, shall be maintained as such until the TRA, hearing officer, administrative law judge, or a court orders otherwise. A motion to contest must be filed in accordance with the procedural schedule, or if one does not exist, not later than five (5) days after receipt of the material designated Confidential Information or ten (10) days prior to the hearing on the merits, whichever date occurs later in time. Any reply seeking to protect the status of the Confidential Information must be received in accordance with the procedural schedule, or if one does not exist, not later than five (5) days prior to the hearing on the merits. Motions made and subsequent replies received within the five (5) days prior to the Hearing on the merits shall be presented to the TRA at the hearing on the merits for a ruling.

EXHIBIT A

12. Non-party witnesses shall be entitled to invoke the provisions of this Order by designating information disclosed or documents produced for use in this action as Confidential Information pursuant to the terms of this Order.

13. No person authorized under the terms herein to receive access to documents, information, or testimony designated as Confidential Information shall be granted access until such person has complied with the requirements set forth in Paragraph 4 of this Order.

14. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

15. Upon an order becoming final in this proceeding and conclusion of any appeals resulting from such an order, all the filings, exhibits and other materials designated Confidential Information and all copies thereof shall be returned to counsel of the party who produced the filings, exhibits and other materials within fifteen (15) days of a written request from the Producing Party, or counsel in possession of such documents shall certify to counsel of the Producing Party that all the filings, exhibits and other materials designated as Confidential Information and all copies thereof have been destroyed. If requested to return any Confidential Information, the Attorney General may, upon written notice to the producing party, request the permission of the TRA to retain the Confidential Information if it deems it appropriate in the discharge of its duties or in the public interest. The requirements of this paragraph shall become operative immediately upon any party (including any intervenor) who withdraws or otherwise ceases to be a party to the case, even though the case itself may continue to be pending. Subject to the requirements of Paragraph 7 above, the TRA shall retain copies of information designated as confidential as may be necessary to maintain the record of this cause intact.

EXHIBIT A

16. After termination of this proceeding, the provisions of this Order relating to the secrecy and confidential nature of confidential documents, information and testimony shall continue to be binding, upon parties hereto and their officers, employers, employees, agents, and/or others unless this Order is vacated or modified or otherwise ordered by the TRA.

17. Nothing herein shall prevent a party from seeking further protection for particular documents or prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as Confidential Information shall receive protection other than that provided herein.

18. The Attorney General and its staff have authority to enter into non-disclosure agreements pursuant to Tenn. Code Ann. § 65-4-118 which are consistent with state and federal law, regulations and rules.

19. The Attorney General and its staff agree to keep Confidential Information in a secure place and will not permit them to be seen by any person who is not an employee of the Attorney General or a person who has not signed a Non-disclosure Agreement.

20. The Attorney General and its staff may make copies of Confidential Information and any portion thereof. To the extent not prohibited by state and federal law, regulations and rules, all notes utilizing supporting information shall be subject to the terms of this Order to the extent factual assertions are derived from the supporting information.

21. To the extent not prohibited by state law, the Attorney General will provide timely notice of filing or disclosure in the discharge of the duties of the Office of the Attorney General and Reporter, pursuant to Tenn. Code Ann. §10-7-504(a)(5)(C) or any other law, regulation or rule, so that the Company may take action relating to disclosure.

EXHIBIT A

22. Confidential Information is subject to this Protective Order, which is entered pursuant to the Tennessee Rules of Civil Procedure. If any person or entity subject to this Protective Order, other than the Producing Party, receives a request or subpoena seeking the disclosure or production of "Confidential Information," such person or entity shall give prompt written notice to the TRA Hearing Officer and the Producing Party within not more than five (5) days of receiving such a request, subpoena or order and: (i) shall respond to the request, subpoena or order, in writing, stating that the Confidential Information is protected pursuant to this Protective Order and (ii) shall not disclose or produce such Confidential Information unless and until subsequently ordered to do so by a court of competent jurisdiction. This Protective Order shall operate as an exception to the Tennessee Public Records Act, as set forth in the language of Tenn. Code Ann. § 10-7-503(a) ". . . unless otherwise provided by state law." Because this Protective Order is issued pursuant to the Tennessee Rules of Civil Procedure, this Order creates an exception to any obligations of the Attorney General and its staff, as to the Public Records Act and other open records statutes as to Confidential Information.

23. The designation of any information, documents or things in accordance with this Order as constituting Confidential Information and the Attorney General's or its staff's treatment of such material as confidential or proprietary in compliance with this Order is not an admission of agreement by the Attorney General or its staff that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be either a waiver of the state's right to challenge such designation or an acceptance of such designation. The Producing Party agrees to designate information, documents or things provided to the Attorney General as Confidential Information only if it has a good faith basis for the claim. The Producing Party will upon request of the Attorney General or its staff provide a written

EXHIBIT A

explanation of the details that support its designation of specified Confidential Information claim within five (5) days of a written request. The Producing Party also specifically agrees that it will not designate any documents as Confidential Information or label such documents as CONFIDENTIAL if the documents:

- a. have been distributed to the public or consumers, provided that proprietary customer information provided by the Company to its customers or their marketers may be designated as Confidential Information; or
- b. are not maintained by the Company as Confidential Information.

24. Nothing in this Order shall prevent the Attorney General from using the Confidential Information received for investigative purposes in the discharge of the duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in the Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the materials.

25. All information, documents and things designated as Confidential Information and produced in accordance with this Order may be disclosed in testimony or offered into evidence at any TRA or court hearing, trial, motion or proceeding of this matter, subject to the provisions of this Order, including Paragraph 7, and the applicable rules of evidence and any order the TRA may enter to protect the confidentiality of information offered at any hearing or other proceeding. The party who produced the information, documents and things designated as Confidential Information agrees to stipulate to the authentication of such information, documents

EXHIBIT A

and things in any such proceeding. If any party identified information in the Confidential Information that indicates that illegal conduct (civil or criminal) has occurred or may occur, nothing in the Order shall prevent such party from reporting such alleged conduct to the appropriate law enforcement or regulatory agency.

26. Nothing in this Order is intended to restrict or alter federal or state laws, regulations or rules.

27. Any person who has signed a non-disclosure certificate or is otherwise bound by the terms of this Order shall continue to be bound by this Order and/or certificate even if no longer engaged by the TRA or Intervenors.

28. Any party aggrieved with the TRA's decision in this matter may file a Petition for Reconsideration with the TRA within fifteen (15) days from and after the date of any ruling pertaining to this Order.

29. Any party aggrieved with the TRA's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from and after the date of any ruling pertaining to this Order.

HEARING OFFICER

APPROVED FOR ENTRY:

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:

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DOCKET NO.

AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

I have reviewed the Protective Order entered in the above-captioned matter and agree to abide and be bound by its terms. I understand that unauthorized disclosure of documents labeled "CONFIDENTIAL" will be a violation of the Order.

DATE

NAME

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public,
_____ with whom I am personally acquired, who acknowledged
that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit B

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:

Petition of [_____]

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DOCKET NO.

PROPOSED PROTECTIVE ORDER

To expedite the flow of filings, exhibits and other materials, and to facilitate the prompt resolution of disputes as to the confidentiality of material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled, the Tennessee Regulatory Authority ("TRA") hereby orders that:

1. For the purpose of this Protective Order ("Order"), proprietary or confidential information, hereinafter referred to as "Confidential Information," shall mean documents, testimony, or information in whatever form which the Producing Party, in good faith, and based on reasonable inquiry, deems to contain trade secrets, confidential research, or development, financial statements, confidential data of third parties or other sensitive information ~~protected by state or federal law, regulation or rule,~~ and which has been specifically designated by the Producing Party. A "Producing Party" is defined as the party creating the Confidential Information as well as the party having actual physical possession of the information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any protected materials, shall be entitled to protection under this Order. Documents containing Confidential Information shall be conspicuously and specifically labeled as "CONFIDENTIAL." The documents must be produced in a way that will clearly identify to

others that it contains Confidential Information. Any document so designated shall be handled in accordance with the Order. The provisions of any document containing Confidential Information may be challenged under Paragraph 10 of this Order.

2. Any individual or company subject to this Order, including Producing Parties or persons reviewing Confidential Information, shall act in good faith in discharging their obligations hereunder. Parties or non-parties subject to this Order shall include [] ~~Chattanooga Gas Company~~ (the "Company"), and the Consumer Advocate and Protection Division of the Office of the Tennessee Attorney General ("Attorney General"), and other parties permitted to intervene subsequent to the date of entry of this order.

3. Subject to the exceptions noted below in this Paragraph 3, Confidential Information shall be used only for purposes of this proceeding, and shall be disclosed only to the following persons:

- a. counsel of record for the parties in this case and associates, secretaries, and paralegals actively engaged in assisting outside counsel of record in this docket and any appeals therefrom;
- b. in-house counsel for the parties;
- c. officers, directors, or employees of the parties, including employees of the Attorney General; provided that such officers, directors, and/or employees shall be subject to the provisions of this Protective Order, and shall not disclose such information further except as otherwise permitted under the terms of this Protective Order;
- d. TRA Directors and members of the staff of the TRA;
- e. outside consultants and expert witnesses employed or retained by the parties or their counsel, who have access to Confidential Information solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose Confidential Information to any outside consultant or expert witness who is expected to testify on that party's behalf, the party shall give five (5) days written notice to the Producing Party of intention to disclose Confidential Information. During such notice period, the

Producing Party may move to prevent or limit disclosure for cause, in which case no disclosure shall be made until the TRA, the hearing officer, the administrative law judge or court rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the notice. Pre-hearing conferences may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery or by facsimile; and

- f. notwithstanding anything else to the contrary, under no circumstances shall any Confidential Information be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of the Producing Party.

4. Prior to disclosure of the Confidential Information to any of the authorized persons, the counsel representing the party who is to receive the Confidential Information shall provide a copy of the Order to the recipient Director, staff member, employee or, officer, who shall be bound by the terms of this Order. Prior to disclosure of Confidential Information to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign an affidavit in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of the documents labeled CONFIDENTIAL constitutes a violation of this Order (the "Affidavit"). The Affidavit shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the Producing Party a copy of each such Affidavit and shall keep the Affidavits executed by the parties' experts or consultants on file in their respective offices.

5. If any party or non-party subject to this Order inadvertently fails to label documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents, such failure shall not constitute a waiver of confidentiality, provided the party or non-party who has produced the document shall notify the recipient of the document in

writing within five (5) days of discovery of such inadvertent failure to label the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as Confidential Information. In no event shall the TRA or Attorney General be liable for any claims or damages resulting from the disclosure of a document while not so labeled as CONFIDENTIAL. An inadvertent failure to label a document as CONFIDENTIAL shall not, in any way, affect the TRA's determination as to whether the document is entitled to Confidential Information status.

6. If any party or non-party subject to this Order inadvertently fails to label documents as Confidential Information in accordance with the provisions of this Order when producing such documents and such failure is not discovered in time to provide five (5) days notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-hearing Conference called for the purpose or at the Hearing on the merits may request designation of such documents as Confidential Information, and if the motion is granted by the Hearing Officer, Administrative Law Judge, or the TRA, the recipients shall immediately treat the subject documents as Confidential Information. The TRA, Hearing Officer, or Administrative Law Judge may also, at his or her discretion, either before or during the Pre-hearing Conference or Hearing on the merits of the case, allow information to be labeled Confidential Information and treated as such in accordance with the terms of this Order.

7. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed with the TRA in sealed envelopes labeled CONFIDENTIAL. The filing party shall also include with the filing a public version of pre-filed testimony with any

Confidential Information redacted. In the TRA's files, each sealed envelope shall be labeled to reflect the style and docket number of this proceeding and to identify the subject matter of the content of the sealed envelope. Further, the envelopes at the TRA shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order by the TRA, hearing officer, or administrative law judge after due notice to counsel of record. Notwithstanding the foregoing, the directors and the staff of the TRA may review any paper filed as Confidential Information and labeled CONFIDENTIAL without obtaining an order of the TRA, hearing officer, or administrative law judge, provided the directors and staff maintain the confidentiality of the paper in accordance with the terms of this Order.

8. Documents, information and testimony designated as Confidential Information and labeled CONFIDENTIAL, in accordance with the Order, may be disclosed in testimony at the hearing on the merits of this proceeding and offered into evidence in any hearing related to this action, subject to the applicable rules of evidence and to such future orders as the TRA, hearing officer, or administrative law judge may enter. Any party intending to use documents, information, or testimony designated as Confidential Information shall inform the Producing Party and the TRA, hearing officer, or administrative law judge, prior to the hearing on the merits of the case, of the proposed use, and shall advise the TRA, the hearing officer, or administrative law judge, and the Producing Party before use of such information during witness examinations so that appropriate measures can be taken by the TRA, hearing officer, or administrative law judge to protect the confidential nature of the information.

9. Except for documents filed with the TRA, all documents covered by the terms of the Order that are disclosed to the requesting party shall be maintained in files labeled

CONFIDENTIAL and labeled with reference to this Order at the offices of the requesting party's counsel of record.

10. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of, or violation of the terms herein, any party subject to this Order, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation or terms of this Order, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding, ~~or (f) is otherwise not confidential under state or federal law, regulation or rule.~~ The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose such information.

11. Any party may contest the designation of any document or information as Confidential Information by filing a motion with the TRA, hearing officer, administrative law judge or the courts, as appropriate, for a ruling that the documents, information, or testimony should not be so treated. All documents, information and testimony designated as Confidential Information, however, shall be maintained as such until the TRA, hearing officer, administrative law judge, or a court orders otherwise. A motion to contest must be filed in accordance with the procedural schedule, or if one does not exist, not later than five (5) days after receipt of the material designated Confidential Information or ten (10) days prior to the hearing on the merits, ~~whichever date occurs later in time or as otherwise ordered by the TRA.~~ Any reply seeking to protect the status of the Confidential Information must be received in accordance with the procedural schedule, or if one does not exist, not later than five (5) days prior to the hearing on the merits ~~or as otherwise ordered by the TRA.~~ Motions made and subsequent replies received

within the five (5) days prior to the Hearing on the merits shall be presented to the TRA at the hearing on the merits for a ruling.

12. Non-party witnesses shall be entitled to invoke the provisions of this Order by designating information disclosed or documents produced for use in this action as Confidential Information pursuant to the terms of this Order.

13. No person authorized under the terms herein to receive access to documents, information, or testimony designated as Confidential Information shall be granted access until such person has complied with the requirements set forth in Paragraph 4 of this Order.

14. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

15. Upon an order becoming final in this proceeding and conclusion of any appeals resulting from such an order, all the filings, exhibits and other materials designated Confidential Information and all copies thereof shall be returned to counsel of the party who produced the filings, exhibits and other materials within fifteen (15) days of a written request from the Producing Party, or counsel in possession of such documents shall certify to counsel of the Producing Party that all the filings, exhibits and other materials designated as Confidential Information and all copies thereof have been destroyed. If requested to return any Confidential Information, the Attorney General may, upon written notice to the producing party, request the permission of the TRA to retain the Confidential Information if it deems it appropriate in the discharge of its duties or in the public interest. The requirements of this paragraph shall become operative immediately upon any party (including any intervenor) who withdraws or otherwise ceases to be a party to the case, even though the case itself may continue to be pending. Subject

to the requirements of Paragraph 7 above, the TRA shall retain copies of information designated as confidential as may be necessary to maintain the record of this cause intact.

16. After termination of this proceeding, the provisions of this Order relating to the secrecy and confidential nature of confidential documents, information and testimony shall continue to be binding, upon parties hereto and their officers, employers, employees, agents, and/or others ~~for five (5) years~~ unless this Order is vacated or modified or otherwise ordered by the TRA.

17. Nothing herein shall prevent a party from seeking further protection for particular documents or prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as Confidential Information shall receive protection other than that provided herein.

18. The Attorney General and its staff have authority to enter into non-disclosure agreements pursuant to Tenn. Code Ann. § 65-4-118 which are consistent with state and federal law, regulations and rules.

19. The Attorney General and its staff agree to keep Confidential Information in a secure place and will not permit them to be seen by any person who is not an employee of the ~~State of Tennessee, the Office of the Attorney General and Reporter,~~ or a person who has not signed a Non-disclosure Agreement.

20. The Attorney General and its staff may make copies of Confidential Information and any portion thereof. To the extent not prohibited by state and federal law, regulations and rules, all notes utilizing supporting information shall be subject to the terms of this Order to the extent factual assertions are derived from the supporting information.

21. To the extent not prohibited by state law, the Attorney General will provide timely notice of filing or disclosure in the discharge of the duties of the Office of the Attorney General and Reporter, pursuant to Tenn. Code Ann. §10-7-504(a)(5)(C) or any other law, regulation or rule, so that the Company may take action relating to disclosure.

22. Confidential Information is subject to this Protective Order, which is entered pursuant to the Tennessee Rules of Civil Procedure. If any person or entity subject to this ~~Amended~~ Protective Order, other than the Producing Party, receives a request or subpoena seeking the disclosure or production of "Confidential Information," such person or entity shall give prompt written notice to the TRA Hearing Officer and the Producing Party within not more than five (5) days of receiving such a request, subpoena or order and: (i) shall respond to the request, subpoena or order, in writing, stating that the Confidential Information is protected pursuant to this Protective Order and (ii) shall not disclose or produce such Confidential Information unless and until subsequently ordered to do so by a court of competent jurisdiction. This Protective Order shall operate as an exception to the Tennessee Public Records Act, as set forth in the language of Tenn. Code Ann. § 10-7-503(a) ". . . unless otherwise provided by state law." Because this Protective Order is issued pursuant to the Tennessee Rules of Civil Procedure, this Order creates an exception to any obligations of the Attorney General and its staff, as to the Public Records Act and other open records statutes as to Confidential Information.

23. The designation of any information, documents or things in accordance with this Order as constituting Confidential Information and the Attorney General's or its staff's treatment of such material as confidential or proprietary in compliance with this Order is not an admission of agreement by the Attorney General or its staff that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be

either a waiver of the state's right to challenge such designation or an acceptance of such designation. The Producing Party agrees to designate information, documents or things provided to the Attorney General as Confidential Information only if it has a good faith basis for the claim. The Producing Party will upon request of the Attorney General or its staff provide a written explanation of the details, ~~including statutory authority~~ that support its designation of specified Confidential Information claim within five (5) days of a written request. The Producing Party also specifically agrees that it will not designate any documents as Confidential Information or label such documents as CONFIDENTIAL if the documents:

- a. have been distributed to the public or, consumers or others, provided that proprietary customer information provided by the Company to its customers or their marketers may be designated as Confidential Information; or
- b. are not maintained by the Company as Confidential Information.

24. Nothing in this Order shall prevent the Attorney General from using the Confidential Information received for investigative purposes in the discharge of the duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in the Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the materials.

25. All information, documents and things designated as Confidential Information and produced in accordance with this Order may be disclosed in testimony or offered into evidence at any TRA or court hearing, trial, motion or proceeding of this matter, subject to the

provisions of this Order, including Paragraph 7, and the applicable rules of evidence and any order the TRA may enter to protect the confidentiality of information offered at any hearing or other proceeding. The party who produced the information, documents and things designated as Confidential Information agrees to stipulate to the authentication of such information, documents and things in any such proceeding. If any party identified information in the Confidential Information that indicates that illegal conduct (civil or criminal) has occurred or may occur, nothing in the Order shall prevent such party from reporting such alleged conduct to the appropriate law enforcement or regulatory agency.

26. Nothing in this Order is intended to restrict or alter federal or state laws, regulations or rules.

27. Any person who has signed a non-disclosure certificate or is otherwise bound by the terms of this Order shall continue to be bound by this Order and/or certificate even if no longer engaged by the TRA or Intervenors.

28. Any party aggrieved with the TRA's decision in this matter may file a Petition for Reconsideration with the TRA within fifteen (15) days from and after the date of any ruling pertaining to this Order.

29. Any party aggrieved with the TRA's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from and after the date of any ruling pertaining to this Order.

HEARING OFFICER

APPROVED FOR ENTRY:

IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE

IN RE:

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DOCKET NO.

AGREEMENT TO COMPLY WITH PROTECTIVE ORDER

I have reviewed the Protective Order entered in the above-captioned matter and agree to abide and be bound by its terms. I understand that unauthorized disclosure of documents labeled "CONFIDENTIAL" will be a violation of the Order.

DATE

NAME

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public,
_____ with whom I am personally acquainted, who acknowledged
that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____