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June 18, 2012

VIA HAND DELIVERY

filed electronically in docket office on 06/18/12

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition to Eliminate State Lifeline Credit*
Docket No. 12-00035

Dear Chairman Hill:

Attached is a Proposed Protective Order on behalf of the Industry Coalition.

Very truly yours,

A handwritten signature in black ink, appearing to be "Joelle Phillips", written over a large, stylized, cursive flourish.

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition to Eliminate State Lifeline Credit*

Docket No. 12-00035

PROPOSED PROTECTIVE ORDER

On June 7, 2012, Chairman Hill directed the parties to submit a proposed protective order in this docket. The Industry Coalition proposes the entry of a protective order as follows:

In order to facilitate the prompt resolution of disputes over confidentiality, to adequately protect material entitled to be kept confidential, and to ensure that the protection is afforded to material so entitled, *it is hereby ordered that:*

1. **Definition of Confidential Information.** The term "Confidential Information" refers to information in written, oral or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer information, and other technical, financial or business information, designated as "Confidential Information" by a producing party if the party believes in good faith that the material is confidential or proprietary and is entitled to protection from disclosure under any provision of Tennessee or Federal law and the material is furnished pursuant to discovery requests, depositions, or otherwise produced during the Proceeding, as that term is defined below. "Confidential Information" shall not include information that, at the time it is provided through discovery or otherwise during the Proceeding or prior thereto, is or was public or that becomes public other than through disclosure in violation of this Order. Nor shall "Confidential Information" include information found by the Authority

or a court of competent jurisdiction not to merit the protection afforded Confidential Information under the terms of this Order.

2. **Definition of Proceeding.** The term “Proceeding,” for the purposes of this Protective Order, shall include Docket No. 12-00035 (Petition to Eliminate State Lifeline Credit) and any appeals thereof to a forum of competent jurisdiction.

3. **Designation of Material as “Confidential Information.”** Confidential written information shall be so indicated by clearly marking each page, or portion thereof, for which a Confidential Information designation is claimed with a marking such as “Confidential-Subject to Protective Order in Tennessee Docket No. 12-00035” or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature.

4. **Permissible Disclosure of Confidential Information.** Confidential Information may not be disclosed by a party to which Confidential Information has been disclosed in the Proceeding except as provided in this Paragraph.

(A) Confidential Information provided pursuant to this Protective Order may be disclosed without prior written consent to the following persons, but only in prosecuting the Proceeding, and only to the extent necessary to assist in prosecuting the Proceeding:

(i) Counsel of record representing a party in the Proceeding and any legal support personnel (e.g., paralegals and clerical employees) acting at the direction of counsel.

(ii) Other employees, officers, or directors of a party, or consultants or experts retained by a party, who are not engaged in strategic or competitive decision making, including, but not limited to, the sale or marketing or pricing of any products or services on behalf of the receiving party. Individuals who become

reviewing representatives under this paragraph agree that they will not use the Confidential Information made available in the Proceeding to engage or consult in the development, planning, marketing, procurement, manufacturing, pricing or selling of telecommunication services, equipment, software or other offerings, strategic or business planning, competitive assessment, and/or network planning, operations or procurement.

(iii) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions.

(iv) Persons designated as witnesses, to the extent reasonably necessary in preparing to testify or for the purpose of examination in the Proceeding.

Persons obtaining access to Confidential Information under the provisions of this Paragraph 4(A) shall not disclose information designated as Confidential Information to any person who is not authorized under this Paragraph 4(A) to receive such information, and shall not use the information in any activity or function other than in prosecuting the Proceeding. Each individual who is provided access to Confidential Information must receive a copy of this Order and sign, and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Order and understands and agrees to be bound by the limitations it imposes on the signing party before being provided copies of any Confidential Information. The form of the notarized statement to be used is attached as Attachment A to this Order.

(B) Confidential information may be disclosed to any other person only with the prior written consent of the party that designated the document or other non-written information as “Confidential Information” or upon Order of the Authority.

5. **Declassification.** A party may apply to the Authority for a ruling that documents, categories of documents, deposition transcripts or other non-written information, stamped or designated as Confidential Information, are not entitled to such status and protection. The party or other person that designated the document or other non-written information as Confidential Information shall be given notice of the application and an opportunity to respond.

6. **Confidential Information Offered in Evidence or Filed in the Record.** Subject to paragraph 5, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the Authority in the Proceeding provided that the submission is done *in camera* or under seal, as applicable. If Confidential Information will be the subject of any cross-examination questions by a party or otherwise made a part of the record in the Proceeding, the cross-examining party or party desiring to offer the information into the record shall provide advance notice, either verbally or in writing, to the party who provided the Confidential Information and allow the providing party a reasonable time to ask the Authority to impose protective measures to preserve the confidentiality of the Confidential Information.

7. **Subpoena by Courts or Other Agencies.** If a court or administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Order, such party shall promptly (within three (3) business days) notify the party (or other person who designated the document or non-written information as confidential) of the pendency of such subpoena or order to allow that party or other person time to object to that production or seek a protective order. A party that provides the notice required by this paragraph 7 is no longer subject to this Protective Order with regard to any Confidential Information that is the subject of any such subpoena or order.

8. **Client Consultation.** Nothing in this Protective Order shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information except under the procedures in paragraph 4 above.

9. **Use.** Persons obtaining access to Confidential Information under this Protective Order shall use the information only for preparation of and the conduct of litigation in the Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings.

10. **Non-Termination.** The obligations of the parties with respect to Confidential Information received pursuant to this Protective Order shall survive and continue after any expiration or termination of the Proceeding.

11. **Preservation of Rights.** Nothing in this Protective Order shall prevent any party from objecting to discovery or challenging the admissibility of any and all information and data that it believes to be otherwise improper.

12. **Responsibilities of the Parties.** The parties are responsible for employing reasonable measures to control, consistent with this Protective Order, duplication of, access to, and distribution of Confidential Information. A receiving party shall protect such Confidential Information by using the same degree of care (which shall be no less than reasonable care) to prevent its unauthorized disclosure as the receiving party exercises in the protection of its own confidential information.

13. **Request for Additional Protection.** If a party believes information that is to be produced during this Proceeding should be afforded additional protection beyond that provided in this Order, the party may file a Petition seeking such additional protection. Any such Petition must describe the nature of the information at issue, explain why the information should be afforded additional protection, and specify with particularity the additional protection sought with regard to the information. A party filing such a Petition is not required to produce such information prior to a ruling on the Petition, and any party may seek such a ruling on an expedited basis.

14. **Enforcement.** A party shall be entitled to seek enforcement of (or other appropriate relief, including sanctions, pertaining to) this Protective Order before the TRA, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Order. This Protective Order shall control the production and disclosure of all materials deemed "Confidential Information."

15. This Order shall remain in full force and effect until further Order of the Authority.

Hearing Officer

Docket No 12-00035

STATE OF _____

COUNTY OF _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared _____ (insert name), who, being by me first duly sworn, deposed and said as follows:

I understand that the Confidential Protected Materials that will be provided to me in the Proceeding are being provided pursuant to the terms and restrictions of the Protective Order in Tennessee Regulatory Authority Docket No. 12-00035, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of "Confidential Information," and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Order and shall be used only for the purposes of the Proceedings as set forth in the Protective Order.

Signature:

Date of Execution: _____

Name: _____

Title: _____

Company: _____

Address: _____

Requesting Party: _____

SWORN TO SUBSCRIBED BEFORE ME on this ____ day of _____, 2012.

CERTIFICATE OF SERVICE

I hereby certify that on June 18, 2012, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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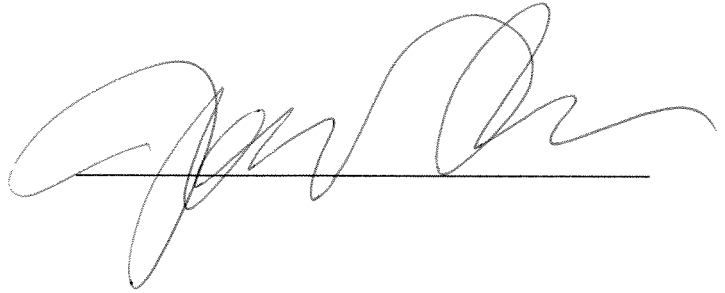
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Ryan McGehee, Esquire
Consumer Advocate Division
P. O. Box 20207
Nashville, TN 37202-0207
ryan.mcgehee@ag.tn.gov

A handwritten signature in black ink, appearing to read "Ryan McGehee", is written over a horizontal line.