

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

January 14, 2015

IN RE:

**PETITION OF MIDWEST CABLE
PHONE OF TENNESSEE, LLC FOR A
CERTIFICATE AS A COMPETING
TELECOMMUNICATIONS SERVICE
PROVIDER**

**DOCKET NO.
14-00067**

PROTECTIVE ORDER

To expedite the flow of filings, exhibits and other materials, and to facilitate the prompt resolution of disputes regarding 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 purposes of this Protective Order (the "Order"), proprietary or confidential information, hereinafter referred to as "CONFIDENTIAL INFORMATION," shall mean documents and information in whatever form which the Producing Party, in good faith, deems to contain or constitute trade secrets, confidential commercial information, confidential research, development, financial statements, confidential data of third parties, or other commercially 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 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, and shall be stored,

protected, and maintained at the law offices of parties' counsel of record until such time that said material shall be returned or disposed of as provided for in Paragraph 17. Documents containing CONFIDENTIAL INFORMATION shall be specifically marked as confidential on the cover. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under Paragraph 11 of this Order.

2. Any individual or company subject to this Order, including the Producing Party/Parties or persons reviewing CONFIDENTIAL INFORMATION, shall act in good faith in discharging their obligations hereunder. Parties or nonparties subject to this Order shall include parties that are allowed by the TRA to intervene subsequent to the date of entry of this Protective Order.

3. CONFIDENTIAL INFORMATION shall be used only for the purposes of this proceeding, and shall be expressly limited and disclosed only to the following persons:

- (a) Counsel of record for the parties in this case and associates, secretaries, paralegals, and employees, witnesses or consultants actively engaged in assisting counsel of record in this and the designated related proceedings;
- (b) In-house counsel for the parties;
- (c) TRA Directors and members of the staff of the TRA;

Under no circumstances shall any CONFIDENTIAL INFORMATION or copies thereof, be disclosed to or discussed with anyone associated with the marketing of products, goods or services in competition with the products, goods or services of the Producing Party or the Producing Party's customers. Counsel for the parties are expressly prohibited from disclosing CONFIDENTIAL INFORMATION produced by another party to their respective clients, or to any other person or entity that does not have a need to know for purposes of preparing for or participating in this proceeding.

4. Prior to disclosure of CONFIDENTIAL INFORMATION to any employee or associate counsel for a party, the counsel representing the party who is to receive the CONFIDENTIAL INFORMATION shall provide a copy of this Order to the recipient employee or associate counsel who shall be bound by the terms of this Order. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or witness employed or retained by a party, counsel shall give five (5) business days notice to the Producing Party of the 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 the court rules on the motion. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or 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 the Agreement to Comply (i.e., non-disclosure) certificate 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 certificate shall be signed in the presence of a notary public. Counsel of record for each party shall provide the Producing Party a copy of such certificate and shall keep the certificates 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 designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing the documents, this 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) business days of discovery of such inadvertent failure to designate the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as CONFIDENTIAL. In no event shall the TRA, or any other party to this Order, be liable for any claims or damages resulting from the disclosure of a document provided while not so labeled as "CONFIDENTIAL." An inadvertent failure to designate a document as CONFIDENTIAL shall not, in any way, affect the TRA's determination as to whether the document is entitled to CONFIDENTIAL status.

6. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents and the failure is not discovered in time to provide a five (5) business day 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 or at the Hearing on the merits may request designation of the documents as CONFIDENTIAL, and if the motion is granted by the Hearing Officer, Administrative Law Judge, or the Authority, the recipients shall immediately treat the subject documents as CONFIDENTIAL. The TRA, the 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 designated CONFIDENTIAL 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 of 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 and labeled CONFIDENTIAL, in accordance with this 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 in a manner that protects the confidentiality of the information, subject to the applicable rules or evidence and to such future orders as the TRA, the Hearing Officer, or the Administrative Law Judge may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL shall inform the Producing Party and the TRA, the Hearing Officer, or the Administrative law Judge prior to the hearing on the merits of the case in the manner designated previously in this Order, of the proposed use; and shall advise the TRA, the Hearing Officer, or the Administrative Law Judge, and the Producing Party before use of the information during witness examinations so that appropriate measures can be taken by the TRA, the Hearing Officer, or the Administrative Law Judge to protect the confidential nature of the information.

9. Except for documents filed in the Docket Room at the TRA, all documents covered by the terms of this Order that are disclosed to the requesting party shall be maintained separately in files marked CONFIDENTIAL and labeled with reference to this Order at the offices of the requesting party's counsel of record and returned to the Producing Party pursuant to Paragraph 17 of this Order.

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 the party, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation, 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 the information.

11. Any party may contest the designation of any document or information as CONFIDENTIAL 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, however, shall be maintained as such until the TRA, the Hearing Officer, the Administrative Law Judge, or a court orders otherwise. A motion to contest must be filed not later than five (5) days after receipt of the material designated CONFIDENTIAL INFORMATION or fifteen (15) business 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 CONFIDENTIAL INFORMATION must be received not later than ten (10) business days prior to the hearing on

the merits or as otherwise ordered by the TRA, and shall be presented to the TRA at the hearing on the merits for a ruling.

12. CONFIDENTIAL INFORMATION is subject to this Protective Order, which is entered pursuant to Rule 26 of 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)(2)(A) ". . . unless otherwise provided by state law."

13. 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, 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.

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

15. Any person who has signed the Agreement to Comply (i.e., non-disclosure) certificate or is otherwise bound by the terms of this Order shall continue to bound by this Order and/or certificate even if no longer engaged by the TRA or Intervenors.

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

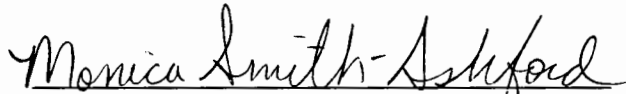
17. Upon an order becoming final in this proceeding or any appeals resulting from such an order, all the filings, exhibits and other materials and information designated CONFIDENTIAL and all copies thereof shall be returned to counsel for the party who produced (or originally created) the filings, exhibits and other materials, within fifteen (15) business days. 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 case intact. Counsel who received the filings, exhibits and other materials, designated as CONFIDENTIAL shall certify to counsel for the Producing Party that all the filings, exhibits and other materials, plus all copies or extracts, notes or memorandums from the filings, exhibits and other materials, and all copies of the extracts from the filings, exhibits and other materials thereof have been delivered to counsel for the Producing Party or destroyed and that any electronic copies of CONFIDENTIAL INFORMATION received or mentioned by the receiving party have been eliminated.

18. 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 herein and their officers, employers, employees, agents, and/or others unless this Order is vacated or modified.

19. Nothing herein shall prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as CONFIDENTIAL shall receive protection other than that provided herein.

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

IT IS HEREBY ORDERED.


Monica Smith-Ashford, Hearing Officer

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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/she executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____