



**James B. Wright**  
Senior Attorney

ORIGINAL FILE  
RECEIVED  
DO NOT REMOVE  
November 26, 1996

Carolina Telephone  
Centel-North Carolina  
Centel-Virginia  
United Telephone-Southeast

**RECEIVED**  
EXEC. SECRETARY OFF.

**NOV 27 1996**

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**TN REGULATORY AUTHORITY**

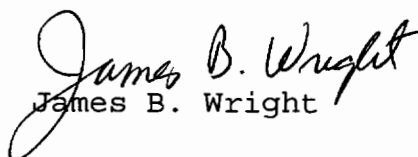
RE: Docket No. 96-01423; UTSE Tariff No. 96-201  
To Reflect Annual Price Cap Adjustment

Dear Mr. Waddell:

Enclosed for filing in the above case is an original and six copies of United Telephone-Southeast, Inc.'s Motion for Protective Order in the above matter. A draft Protective Order is enclosed as an Exhibit to the Motion.

Please bring this matter to the attention of the Authority.

Very truly yours,

  
James B. Wright

JBW:er

Enclosures

CC: Dianne Neal (w/encl)  
L. Vincent Williams (w/encl)  
Richard M. Tettelbaum (w/encl)  
Steve Parrott  
Laura Sykora

#8318

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

IN RE: UNITED TELEPHONE-SOUTHEAST, INC. TARIFF NO. 96-201  
TO REFLECT ANNUAL PRICE CAP ADJUSTMENT

DOCKET NO. 96-01423

MOTION FOR PROTECTIVE ORDER

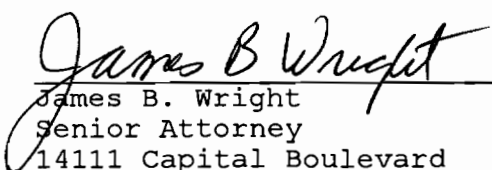
United Telephone-Southeast, Inc. ("United" or "Company"), in response to discovery requests or staff data requests, has been or will be providing to other parties in this matter cost studies and other information. Certain of the information requested to be provided by United is deemed proprietary in that it is considered confidential, a trade secret or other confidential research, development, or commercial information. Allowing competitively sensitive information to be obtained by our competitors could have a severe adverse impact on the Company, particularly in view of the recent legislation and regulatory orders allowing local telephone competition.

Accordingly, the Company asks the Authority to enter a protective order, pursuant to T.C.A. Sections 65-3-109 and 4-5-311(a) and TRCP 26.03(7), making the information identified by the Company as confidential unavailable to the public (including the Company's competitors). A proposed protective order is attached as Exhibit A.

WHEREFORE the Company asks that its Motion be granted.

Respectfully submitted,  
UNITED TELEPHONE-SOUTHEAST, INC.

Dated: November 26, 1996

  
James B. Wright  
Senior Attorney  
14111 Capital Boulevard  
Wake Forest, North Carolina 27587

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

IN RE: UNITED TELEPHONE-SOUTHEAST, INC. TARIFF NO. 96-201  
TO REFLECT ANNUAL PRICE CAP ADJUSTMENT

DOCKET NO. 96-01423

**PROTECTIVE ORDER**

In order to expedite the flow of discovery material, facilitate the prompt resolution of disputes as to the confidentiality of such material, adequately protect material entitled to be kept confidential and ensure that protection is afforded only to material so entitled; the Tennessee Regulatory Authority ("TRA") hereby orders, pursuant to Rule 26.03 of the Tennessee Rules of Civil Procedure, that:

1. For the purpose 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 or other confidential research, or commercial information, and which has been so designated by the producing party. 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. Additionally, 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

specifically marked as proprietary or confidential, or words to that effect, on the face of each such document or, alternatively, on the portion of the document containing the CONFIDENTIAL INFORMATION. Any document so designated shall be handled in accordance with this Order.

2. CONFIDENTIAL INFORMATION 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 counsel of record in this proceeding;
- (b) in-house counsel for the parties;
- (c) officers, directors, or employees of the parties, including employees of the Consumer Advocate Division, who are directly and specifically consulted or involved in this case; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;
- (d) 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 case, provided that to the extent that any party seeks to disclose CONFIDENTIAL INFORMATION to any outside consultant or expert witness, such party shall give five (5) days' written notice United of its 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 or its designee rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be served within three (3) days after service of the motion. All service shall be by hand delivery or by facsimile. The burden shall be on the requesting party to establish grounds for permitting disclosure of CONFIDENTIAL INFORMATION.

Under no circumstances shall any CONFIDENTIAL INFORMATION be disclosed to or discussed with anyone associated with the marketing or services in competition with the services of the producing party.

3. Prior to disclosure of CONFIDENTIAL INFORMATION to any employee, officer or director of the parties, including any employee of the Consumer Advocate Division or the TRA, counsel shall provide a copy of this Order to such employee, officer, or director 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 stamped CONFIDENTIAL or PROPRIETARY constitutes a

violation of this Order. This affidavit shall be signed in the presence of and be notarized by a notary public. Counsel of record for each requesting party shall provide the producing party a copy of each such Affidavit.

4. If any party subject to this Order inadvertently fails to designate 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 who produced the document shall notify the recipient of the document in writing within ten (10) days of discovery of such inadvertent failure to designate the document as CONFIDENTIAL. At that time, the recipient will immediately treat the subject document as CONFIDENTIAL. In no event shall the TRA be liable for any claims or damages resulting from the disclosure of a document while not so designated 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.

5. Papers filed in this proceeding which contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order shall be marked CONFIDENTIAL by the party filing such papers. Any papers filed in this proceeding and maintained as a part of the official record that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed and maintained with the

Executive Secretary of the TRA in sealed envelopes, marked CONFIDENTIAL and labeled with reference to this Order. Such envelopes shall not be opened or their contents reviewed by anyone except upon order of the TRA or the Administrative Law Judge after due notice to counsel of record.

6. Documents, information and testimony designated as CONFIDENTIAL in accordance with this Order, may be disclosed in testimony at the hearing of this proceeding only if so ordered by the TRA subject to the Tennessee Rules of Evidence and to such future orders as the TRA may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL shall inform United and the TRA or the Administrative Law Judge, at the earliest opportunity of such proposed use; and shall advise the TRA, or the Administrative Law Judge, and the producing party before use of such information so that appropriate measures can be taken by the TRA or the Administrative Law Judge, and/or requested by the producing party in order to protect the confidential nature of the information.

7. Except for documents filed with 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 office of the requesting party's counsel of record.

8. 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 such 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 such information.

9. Any party may contest the designation of any document or information as CONFIDENTIAL by applying to the TRA, or Administrative Law Judge, 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, or the Administrative Law Judge, orders otherwise.

10. Nothing in this Order shall prevent any party from asserting any objection to discovery other than an objection based upon grounds of confidentiality. Nothing in this Order is intended to limit or expand the statutory authority of the Attorney General or the Consumer Advocate Division as expressed in T.C.A. 10-7-504(a) and T.C.A. 65-4-118.

11. 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 and by filing an appropriate motion with the TRA, in which event the provisions of this Order shall govern the disclosure of information or documents provided by the non-party witness.



12. 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 3 of this Order.

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

14. Upon an order becoming final in this proceeding or any appeals resulting from such an order, all documents and information designated CONFIDENTIAL and all copies thereof shall be returned to counsel for the party who produced (or originally created) them within fifteen (15) days or counsel in possession of such documents shall certify to counsel of the producing party that all such documents and that all extracts and summaries showing or referring to such documents and information and all copies thereof have been destroyed.

15. 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 the parties and their officers, employers, employees, agents, and/or others for five years unless this Order is vacated or modified.

16. 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.

ENTERED THIS \_\_\_\_\_ DAY OF DECEMBER, 1996.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
Executive Secretary

#9138 11/26/95

AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The undersigned, being duly sworn, deposes and says:

1. I am employed or retained by \_\_\_\_\_,  
who is a party in the proceeding involving Docket No. 96-01423.

2. I have read the Protective Order of the Tennessee  
Regulatory Authority dated December\_\_, 1996 respecting disclosure  
of Confidential Information. I agree to be bound by the terms  
thereof, and I understand that unauthorized disclosure of  
Confidential Information constitutes a violation of the Order and  
may subject me to an action for injunctive relief and/or damages.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_.

#9139