BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

NEBRASKA TECHNOLOGY & TELECOMMUNICATIONS, INC.,	)	Application No. FC-1336
Complainant,	)	
	)	PROTECTIVE ORDER
v.	)	
WINDSTREAM NEBRASKA, INC.	)	
Respondent.	)	ENTERED: July 14, 2009

BY THE COMMISSION:

This Protective Order shall govern the use of all confidential information and documents produced by, or on behalf of, any party in this proceeding. Notwithstanding any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Nebraska Public Service Commission ("Commission").

1. Confidential Information: All documents, data, information, studies and other matters (including confidential information in computer storage media or devices of every type or description) filed with the Commission or furnished to other parties as part of testimony or briefs or pursuant to any requests for information, subpoenas, or other modes of discovery (formal or informal), and including depositions, that are claimed to be of a trade secret, proprietary, or confidential nature (hereinafter referred to as confidential information) shall be so marked by the party so claiming, by stamping the same with a designation indicating its trade secret, proprietary

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or confidential nature. Access to and review of confidential information shall be strictly controlled by the terms of this order.

2. Nondisclosure Agreement: No access to confidential information shall be authorized under the terms of this order to any person until the person desiring access to such information signs a nondisclosure agreement in the form that is attached hereto and incorporated herein as "Exhibit A." The nondisclosure agreement (Exhibit A) shall require the person to whom disclosure is to be made to certify in writing that he or she has read this order and agrees to be bound by its terms and conditions. The agreement shall contain the signatory's full name, permanent address and employer, and the name of the party with whom the signatory is associated. Such agreement shall be filed with the Commission and served on all parties to this proceeding.

3. Availability to the Commission and Parties: Confidential information shall be accessible to the Commission, Commission counsel, and Commission staff members and shall not be used or disclosed except for the purpose of conducting, issuing orders in, and otherwise participating in, this proceeding.

4. Confidential information shall be disclosed to a party's counsel, witnesses, or experts only as follows:

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a. Except as set forth in paragraph 4(f), confidential information may not be disclosed to any individual who has strategic planning or other responsibilities in the areas of marketing, pricing, product development, market analysis or market entry for any party to this proceeding or any competitor of the disclosing party or who will have those responsibilities in the foreseeable future. Any such witness or expert may be an employee of a party provided that such employee's duties are dedicated to regulatory activities on behalf of the party and his or her duties are not related to marketing, pricing, product development, market analysis, market entry or strategic planning with respect to marketing, pricing, product development, market analysis or market entry for the party.

b. Prior to receipt of confidential information, the individual seeking disclosure shall provide to the disclosing party an executed nondisclosure agreement including: 1) his or her name, employer, title, job description and experience and area of expertise and 2) a statement that he or she does not have responsibility for marketing, pricing, product development, market analysis, market entry, or strategic planning with respect to marketing, pricing, product development, market analysis or market entry for any party to the proceeding or any competitor of the disclosing party, nor does he or she anticipate having those responsibilities in the foreseeable future.

c. If the disclosing party believes in good faith that disclosure should not be made to any person seeking confidential information pursuant to paragraph 6, the disclosing party may respond to the notice by filing a written objection. If the parties cannot resolve the dispute informally, the matter shall be submitted to the Hearing Officer by motion. No confidential information need be disclosed pending resolution by the Hearing Officer.

d. If any party believes that, due to the highly sensitive nature of any information to be disclosed in this proceeding, the provisions of this protective order do not provide sufficient protection, the disclosing party may apply to the Commission for extraordinary protection.

e. While in the custody of the Commission, the original and all copies of material containing information claimed under this order to be confidential shall be kept in a sealed envelope or box, which envelope or box is marked "CONFIDENTIAL--SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. FC-1336."

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f. Any counsel of record who has marketing, pricing, product development, market analysis, market entry, or strategic planning responsibilities for any party to this proceeding or for any competitor of the disclosing party shall be entitled to review confidential information subject to signing the nondisclosure agreement and will be strictly limited to use of such information solely in this proceeding, or for preparation of and conduct of any appeals or subsequent FCC filing arising directly from this proceeding.

5. Segregation of Files: The materials containing the confidential information and proceedings and orders of the Commission with regard thereto will be sealed and marked as provided in this order of the Commission, segregated in the files of the Commission and withheld from inspection by any person except under the conditions established in this order, unless such confidential information is released from the restrictions of this order either through agreement of the parties or, after notice to the parties and hearing, pursuant to the order of the Hearing Officer, Commission and/or final order of a court having jurisdiction.

6. Preservation of Confidentiality: No persons who are afforded access to any confidential information by reason of this order shall use or disclose the confidential information for purposes of business or competition, or any other purpose other than the purpose of preparation of and conduct of this proceeding, or for preparation of and conduct of any appeals or subsequent FCC filing arising directly from this proceeding. Persons afforded access to confidential information shall use such information solely as contemplated herein, and shall take

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all reasonable precautions to keep the confidential information secure as trade secret, confidential or proprietary information and in accordance with the purposes and intent of this order. No person may copy, microfilm, microfiche or otherwise reproduce the information without the written consent of the party claiming protection except for his or her own use, or the use of persons permitted access to the information and who have signed a nondisclosure agreement.

7. Use of Confidential Material: In the event any party intends to use or uses information obtained pursuant to the nondisclosure agreement under this protective order in testimony, exhibits, discovery or discovery responses, cross-examination, briefs or any other pleading or document to be filed in this proceeding, the following shall apply:

a. Testimony, briefs or other pleadings containing the information claimed to be confidential shall be filed under seal with the Commission by the party preparing and using the same in sealed envelopes or other appropriate containers, which shall be prominently marked with the legend "CONFIDENTIAL--SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. FC-1336." A copy thereof shall be served on the parties who have signed nondisclosure agreements. The complete document containing the protected material shall not be filed in the public record.

b. The pages of the documents referred to in paragraph 7(a) above which contain information claimed to be confidential shall be clearly marked.

c. Any party who has not executed a nondisclosure agreement shall receive a copy of the documents referred to in paragraph 7(a) above from which information claimed to be protected has been omitted.

d. Testimony, exhibits and discovery responses containing the information claimed to be confidential shall be

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filed under seal with the Commission by the party preparing and using the same in sealed envelopes or other appropriate containers, which shall be prominently marked with the legend, "CONFIDENTIAL--SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. FC-1336." A copy thereof shall be served on the parties who have signed nondisclosure agreements. The complete document containing the protected material shall not be filed in the public record. Any party who has not executed a nondisclosure agreement shall receive a copy from which information claimed to be protected has been omitted.

e. In the course of this proceeding, any hearings during which documents or information obtained pursuant to the terms of this order are likely to be disclosed shall be conducted in camera, attended only by persons authorized to have access to such information under this order, provided that there has been no prior Hearing Officer determination that the documents or information in question are not confidential. The transcript of such in camera proceedings shall be kept under seal.

8. Access to Record:

a. General: Access to sealed testimony, records and information shall be limited to the Commission and persons who have signed the nondisclosure agreement set forth in Exhibit A, unless such information is released from the restrictions of this order either through agreement of the parties or after notice to the parties and hearing, pursuant to the order of the Hearing Officer or the Commission or the final order of a court having final jurisdiction.

b. Appeal: Sealed portions of the record in this proceeding may be forwarded to any court of competent jurisdiction for purposes of an appeal, but under seal as designated herein for the information and use of the court. If a portion of the record is forwarded to a court under seal for the purposes of an appeal, the providing party shall be notified which portion of the sealed record has been designated by the appealing party as necessary to the record on appeal.

c. Continuation of Protection: Unless otherwise ordered, confidential information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal and shall continue to be subject to the protective requirements of this order after final settlement or conclusion of this matter, including administrative or judicial relief thereof

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9. Challenge to Confidentiality: This protective order establishes a procedure for the expeditious handling of information that a party claims is confidential; it shall not be construed as an agreement or ruling on the confidentiality of any document. In the event that any party challenges a claim for protection under this protective order, the party objecting to the removal of the confidential designation bears the burden of demonstrating the harm that would result from public disclosure of the material for which protection is sought. Any party may challenge the characterization of any document or specific information claimed by the providing party to be confidential in the following manner:

a. A party challenging the confidentiality of any materials pursuant to this order shall first contact counsel for the providing party and attempt to resolve any differences informally;

b. If the parties cannot resolve the disagreement informally, the party challenging the claim for protection shall do so by filing a motion with the Hearing Officer which identifies with specificity the material challenged and requests a ruling whether a document or information is confidential.

c. Within three business days of service of a motion for determination of confidentiality, the party claiming confidentiality shall deliver under seal all of the relevant documents and information to the Hearing Officer for an in camera inspection by the Hearing Officer.

d. A ruling on the confidentiality of the challenged document or specific information shall be made by the Hearing Officer after an in camera hearing which shall be conducted under circumstances such that only those persons duly authorized hereunder to have access to such confidential materials shall be present. Such hearing shall be held as expeditiously as is practicable following delivery of the relevant documents and information to the Hearing Officer.

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e. The record of said in camera hearing shall be marked "CONFIDENTIAL--SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. FC-1336." Court reporter notes of such hearing shall be separately bound, segregated, sealed and withheld from inspection by any person who has not executed a nondisclosure agreement in accordance with this order.

f. If the Hearing Officer rules that any document or specific information should be removed from the restrictions imposed by this order, no party shall disclose such document or specific information, or use it in the public record for five business days unless authorized by the providing party to do so. The provisions of this subparagraph are entered to enable the party claiming protection to seek a stay or other relief from the Hearing Officer's order denying that party such protection.

10. Return of Documents: Upon request by the disclosing party, confidential information provided pursuant to this protective order shall be returned to the disclosing party within 30 days of the conclusion of the proceeding, or any appeal taken therefrom.

11. Responses to Subpoena or Order: If any person receiving confidential information receives a subpoena or order for production of confidential information produced under the terms of this order, that person shall promptly notify the affected party's counsel after receiving the subpoena or order and before the documents are produced, identifying the date and location of the ordered or requested production.

12. Damages: Any person who violates this protective order by reason of unauthorized use, or disclosure or failure to keep the information confidential, may be liable for damages and penalties as provided by law.

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O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission in the above-captioned matter that this Protective Order be adopted.

MADE AND ENTERED at Lincoln, Nebraska, this 14th day of July, 2009.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

//s// Frank E. Landis

ATTEST:

Executive Director

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EXHIBIT A

NONDISCLOSURE AGREEMENT

I hereby certify that I have been presented with a copy of the Protective Order in Docket No. FC-1336 and certify that I have read the Protective Order, am familiar with the terms and conditions of the Protective Order, and agree to abide by its terms and conditions. I agree and acknowledge that this Protective Order also applies with the same force and effect to all proceedings in Docket No. FC-1336.

DATED this _____ day of_____ 2009.

_____
Name (Print of type)

_____
Title

_____
Representing

_____
Business Name

_____
Business Address

_____
Date

_____
Signature

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