

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Application)	Application No. C-4302
of Cellco Partnership and its)	
Subsidiaries and Affiliates to)	PROTECTIVE ORDER
Amend Eligible Telecommunica-)	
tions Carrier Designation in the)	
State of Nebraska.)	Entered: March 18, 2011

BY THE HEARING OFFICER:

O P I N I O N A N D F I N D I N G S

In order to facilitate the filing of Confidential Information (as defined below), Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its subsidiaries and affiliates offering commercial mobile radio services ("CMRS") in the State of Nebraska (collectively "Verizon Wireless"), requests that the Commission enter a Protective Order in the above-captioned docket. The Hearing Officer believes that a Protective Order is necessary in order to adequately protect the Parties' interests for Confidential Information filed in this proceeding. Accordingly, a Protective Order is hereby issued. Parties seeking access to confidential, proprietary information or trade secret information must abide by said Protective Order and must execute the Nondisclosure Agreement attached thereto.

1. Confidential Information: All documents and information (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 contain highly sensitive and non-public research and analysis; financial, market analysis, market entry, network, strategic, or commercial planning, pricing, customer or cost information; information covered by federal or state CPNI or privacy laws; communications regarding Confidential Information; or any other highly sensitive information of current or prospective significance which would cause a competitive disadvantage to the producing Party by disclosure of such information to a competitor, that are claimed to be of a trade secret, proprietary, or confidential nature (hereinafter collectively referred to as "Confidential Information") shall be so marked by the producing Party so claiming, by stamping or labeling the same with a designation indicating it as Confidential Information. 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 completes and 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 identify the person's full name, business address, title and employer, and the name of the Party with whom the person is associated and to certify in writing that he or she has read this Order and agrees to be bound by its terms and conditions. Each completed and executed Nondisclosure Agreement shall be filed with the Commission and served on all Parties to this proceeding.

3. Availability to the Commission: 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. Availability to Parties and Authorized Representatives: Confidential Information shall be disclosed to the Parties and a Party's authorized representatives only as follows:

(a) Except as set forth in Paragraph 4(f), Confidential Information may not be disclosed to any individual who has direct responsibilities for sales, marketing, pricing, network planning, market analysis, market entry, strategic planning or product development for any Party to this proceeding or for any competitor who will have those responsibilities in the foreseeable future. Any witness or expert may be an employee of a Party provided that such employee's duties are primarily dedicated to regulatory and/or legal activities on behalf of the Party and his or her duties are not primarily related to sales, marketing, pricing, network planning, market analysis, market entry, strategic planning or product development for the Party.

(b) Prior to receipt of Confidential Information, the individual seeking disclosure shall provide to the producing Party an executed Nondisclosure Agreement including: (i) his or her name, employer, title, job description and experience and area of expertise; (ii) a statement that he or she does not have direct responsibility for marketing, pricing, network planning, market analysis, market entry, strategic planning or product development, for any Party to the proceeding or competitor, nor does he or she anticipate having those responsibilities in the foreseeable future.

(c) If the producing Party believes in good faith that disclosure should not be made to any person seeking Confidential Information pursuant to Paragraph 4(b) above, the producing Party may respond to the receipt of an executed Nondisclosure Agreement by filing a written objection with the Party seeking disclosure. If the Parties cannot resolve the dispute

informally, the matter shall, be submitted to the Commission by motion. No Confidential Information need be disclosed pending resolution by the Commission.

(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 producing 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 Confidential 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 APPLICATION NO. C-4302."

(f) For purposes of this paragraph 4, an "individual who has direct responsibilities for sales, marketing, pricing, network planning, market analysis, market entry, strategic planning or product development" shall not include (i) an individual employed by and having oversight and management responsibilities for the overall operations of one of the "Nebraska Rural Independent Companies" identified in the Petition for Intervention filed in this proceeding, Huntel Cablevision, Inc., d/b/a American Broadband Nebraska Communication, Inc., or Three River Communications, LLC; (ii) directors, officers and employees, including in-house counsel, of any Party in this proceeding to the extent that disclosure of the Confidential Information is necessary with respect to the person's active participation in this proceeding by such director, officer or employee of such Party; and (iii) any witness from whom testimony is being taken during the course of his or her testimony or during the preparation thereof provided that such witness may not retain any Confidential Information. Further, any counsel of record or witness of a Party who has direct responsibilities for marketing, pricing, network planning, market analysis, market entry, strategic planning or product development for any Party to this proceeding or for any competitor shall only be entitled to review Confidential Information relevant to that person's testimony or involvement in this proceeding and subject to signing the Nondisclosure Agreement and will be strictly limited to use of such Confidential Information solely in this proceeding, or for preparation of and conduct of any appeals arising directly from this proceeding. It shall be a violation of this Protective Order for such person to use or rely on Confidential Information obtained through discovery or participation in this proceeding to carry out sales, marketing, pricing, product development, network planning, market analysis, market entry, strategic

planning or product development for any Party or any other entity employing the person now or in the future.

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 Paragraph 7(a) of this Order, 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 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 other than those expressly set forth herein. Persons afforded access to Confidential Information shall use such information solely as contemplated herein, and shall take 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 Confidential Information without the written consent of the producing Party claiming protection, except for his or her own use, or the use of persons permitted access to the Confidential Information and who have signed a Nondisclosure Agreement.

7. Use of Confidential Information: In the event any Party intends to use or uses Confidential 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, discovery responses, exhibits or other pleadings containing the Confidential Information 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 APPLICATION NO. C-4302." A copy thereof shall be served on the Parties who have executed and filed with the Commission a Nondisclosure Agreement. The complete document containing the Confidential Information shall not be filed in the public record.

(b) The pages of the documents referred to in Paragraph 7(a) above which contain Confidential Information 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 Confidential Information has been omitted.

(d) In the course of this proceeding, any hearings during which Confidential 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 Confidential Information under this Order, provided that there has been no prior Commission 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 testimony, records and information sealed pursuant to this Protective Order shall be limited to the Commission and persons who have signed and filed with the Commission the Nondisclosure Agreement set for in Exhibit A, unless such Confidential Information has been 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 Commission or the final order of a court having competent 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 an entity as described immediately above, the producing Party shall be notified which portion of the sealed record has been so provided.

(c) Continuation of Protection: Unless otherwise ordered, Confidential Information shall remain under seal and shall continue to be subject to the protective requirements of this Order after the conclusion of this matter, including administrative or judicial relief thereof.

9. Challenge to Confidentiality: This Protective Order establishes a procedure for the expeditious handling of information that a Party claims is Confidential Information. 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 Information 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 producing Party to be Confidential Information in the following manner:

(a) A Party challenging the designation of any materials as Confidential Information pursuant to this Order shall first contact counsel for the producing Party and attempt to resolve any differences informally;

(b) If the Parties cannot resolve the disagreement informally, the Party challenging the designation as Confidential Information shall do so by filing a motion with the Commission, which identifies with specificity, the material challenged and requests a ruling whether such material is Confidential Information.

(c) Within three business days of service of a motion described in Paragraph 9(b) above, the producing Party shall deliver under seal all of the relevant materials to the Commission for an in camera inspection by the Commission or its designated hearing officer.

(d) A ruling on whether the material is Confidential Information shall be made by the Commission after an in camera hearing which shall be conducted under circumstances such that only those persons duly authorized hereunder to have access to such materials shall be present. Such hearing shall be held as expeditiously as is practicable following delivery of the relevant materials to the Commission.

(e) The record of said in camera hearing shall be marked "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN APPLICATION NO. C-4302." Court reporter notes of such hearing shall be separately bound, segregated, sealed and withheld from inspection by any person who has not executed and filed with the Commission a Nondisclosure Agreement in accordance with this Order.

(f) If the Commission rules that any document or specific information should be removed from the Confidential Information designation, no Party shall disclose such document or specific information, or use it in the public record for five business days, unless authorized by the producing Party to do so. This subparagraph is intended to enable the Party claiming protection to seek a stay or other relief from the Commission's order denying that Party such protection.

10. Return of Documents: Upon request by the producing Party, Confidential Information provided pursuant to this Protective Order, including copies, shall be returned to the producing Party within 30 days of the conclusion of the proceeding, or any appeal taken there from.

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 before the Confidential Information is produced, identifying the date and location of the ordered or requested production.

12. Public Information: The provisions of this Order will not apply to any information that (i) is now or later becomes publicly available without breach of this Protective Order; (ii) can be shown by documentation to have been in the possession or known by the receiving Party at the time of its receipt from the producing Party; (iii) is rightfully received from a third-party who did not acquire or disclose such information by a wrongful or tortuous act; (iv) can be shown by documentation to have been independently developed by the receiving Party without reference to any Confidential Information; or (v) is authorized in writing by the producing Party to be released or is designated in writing by the producing Party as no longer being Confidential Information.

13. Preservation of Privileges: If information subject to a claim of attorney-client privilege, work product protection, or any other privilege or immunity is inadvertently produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product protection or other ground for withholding production to which any producing Party would otherwise be entitled. Any inadvertently produced privileged materials shall be returned promptly to the producing Party upon request and all copies destroyed.

14. Inadvertent Disclosure: The inadvertent failure to identify material as Confidential Information or to stamp or label a document as Confidential shall not be deemed a waiver of the protections afforded by this Protective Order. In such event, the producing Party shall, promptly upon discovery of its oversight, provide written notice of the error and substitute appropriately-labeled Confidential Information. Any Party receiving such improperly-labeled Confidential Information shall retrieve such Confidential Information from persons not entitled to receive the information and, upon receipt of the substitute Confidential Information, shall return or destroy the improperly-labeled Confidential Information.

15. 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.

O R D E R

IT IS THEREFORE ORDERED by the Hearing Officer in the above-captioned matter that the terms and conditions of the Protective Order for Application No. C-4302 be, and hereby are, as set forth herein.

MADE AND ENTERED at Lincoln, Nebraska, this 18TH day of March, 2011.

NEBRASKA PUBLIC SERVICE COMMISSION

By: _____
Frank E. Landis
Hearing Officer

NONDISCLOSURE AGREEMENT

I hereby certify that I am familiar with the terms and conditions of the Protective Order entered by the Commission in the above-captioned docket and agree to be bound by the terms and conditions thereof. I further certify that I am eligible to receive Confidential Information under the terms of Paragraph 4 of the Protective Order.

Name (print or type)

Title

Employer

Business Address

Party

Date: Month, Day, Year

Signature

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

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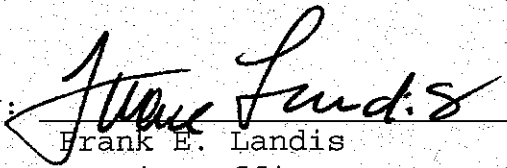

Frank E. Landis
Hearing Officer

EXHIBIT "A"