

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6150

Joint Petition of Bell Atlantic Corporation)
and GTE Corporation for approval of)
Agreement and Plan of Merger)

Order Entered: 3/16/99

ORDER RE: PROTECTIVE AGREEMENT

New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Vermont and GTE Corporation ("Petitioners") have information that they allege is of a confidential and proprietary nature, that they anticipate will be requested through discovery by the Department of Public Service ("Department") and other parties to this docket. In order to preserve the confidentiality of that information while facilitating discovery in this proceeding, Petitioners propose that the Board approve a protective agreement in the form attached hereto (the "Protective Agreement").

Petitioners allege certain discoverable information they may be requested to produce may result in financial or competitive harm to Petitioners if disclosed on the public record (which information to be included in Schedule I, as amended from time to time, is herein referred to as "Allegedly Confidential Information"). Pursuant to that Protective Agreement and in order to preserve the confidentiality of Allegedly Confidential Information, Petitioners have proposed that the parties to this case enter into the Protective Agreement, and Petitioners request that the Board issue a Protective Order implementing the terms and procedures of the agreement.

We find good cause to order implementation of the Protective Agreement and that such Agreement is appropriate, useful and reasonable. Therefore, IT IS HEREBY ORDERED that:

1. The Protective Agreement attached as Attachment I to the Petitioners' Motion for Protective Order is approved.

2. Allegedly Confidential Information provided by the Petitioners pursuant to the Protective Agreement shall be treated in this proceeding as follows:

a. All testimony, transcripts, exhibits and other documents that are subject to the Protective Agreement as Allegedly Confidential Information and any documents that discuss or reveal documents that constitute Allegedly Confidential Information shall be placed in a sealed record by filing such information in sealed

envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (exhibit, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board except by Order of the Board. Notwithstanding such a statement, the members of the Board, and any employee or consultant specifically authorized by the Board to assist the Board in this proceeding and any Hearing Officer appointed to this Docket, may have access to such sealed Allegedly Confidential Information, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement.

b. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential information unless that witness and counsel (other than witness or counsel for Petitioners), and all other parties and observers in the hearing room, are authorized by the terms of the Protective Agreement to have access to the information and have read the Protective Agreement and have agreed to be bound by its terms.

c. No persons other than those who have signed or agreed to be bound by the Protective Agreement and are authorized, by its terms, to access the Allegedly Confidential Information thereunder shall be permitted to hear or review testimony given or held with respect to Allegedly Confidential Information.

d. Each Board stenographer or reporter in this proceeding shall sign and be bound by the Protective Agreement.

e. Each such Board stenographer or reporter shall be instructed to and shall start a separate transcription for testimony or discussion on the record of Allegedly Confidential Information. Such transcription shall be marked "Confidential" and be sealed and filed with the Clerk of the Board, and copies of the same shall be made available only to those persons authorized by the terms of the Protective Agreement to view said information who have signed or agreed to be bound by the Protective Agreement. Such transcription shall in all other respects be treated as Allegedly Confidential Information under the Protective Agreement.

f. The Board will retain jurisdiction to make such amendments, modifications and additions to this Order as it may, from time to time, deem appropriate, including

any such amendments, modifications or additions resulting from a motion made pursuant to the Protective Agreement. Any party may apply to the Board for an amendment, modification or addition of this Order.

g. Upon receipt of an executed Protective Agreement signature form, that is, either Schedule I or II to the Protective Agreement, counsel for Petitioners shall forward one copy of the form to the Clerk of the Board.

DATED at Montpelier, Vermont, this 16th day of March, 1999.

s/ Peter M. Bluhm
Peter M. Bluhm
Hearing Officer

OFFICE OF THE CLERK

FILED: March 16, 1999

ATTEST: s/ Susan M. Hudson
Clerk of the Board

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board of any technical errors, in order that any necessary corrections may be made.