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ATTACHMENT A

Protective Order

Protective Order Rulemaking 26-02-017

1. This Protective Order sets forth the procedures that must be followed to limit improper access to confidential information, as determined by the Commission in Decision (D.) 20-12-021. Parties' access to and discussion of such information should assist in developing a complete record on which to base the Commission's findings, conclusions and decision in this proceeding, Rulemaking (R.) 26-02-017. While we are mindful of the potentially sensitive nature of data related to matters in this proceeding, we are also mindful of the right of the parties to participate in this proceeding in a robust and meaningful way, which in turn will help the Commission fulfill its duty to monitor the public communications network. We therefore will make such information available to parties in this proceeding, but only pursuant to this Protective Order. We conclude that the procedures we establish in this Protective Order give appropriate access to parties while protecting confidential information from improper disclosure, and that the procedures thereby serve the public interest.

2. The Acknowledgement Requirement of this Protective Order does not apply to Commission staff and the California Public Advocates, as they are bound instead by the confidentiality requirements of Pub. Utils. Code § 583 and General Order 66-D. This Protective Order applies to Carrier and to Non-Carrier Parties, as defined below.

3. Definitions: as used herein, capitalized terms shall have the following meanings:

"Acknowledgement" means the Acknowledgement of Confidentiality attached as Attachment B of the Ruling issuing this Protective Order.

“Carrier Parties” mean those telephone corporations and affiliate communications providers that subsequently seek and obtain party status in this proceeding.

“Commission Only Information” means Highly Confidential Information or Documents for which no precedent or authority would allow dissemination outside the Commission or other public regulatory bodies.

“Confidential Document” means a document containing Confidential Information.

"Confidential Information" means information that is not otherwise available from publicly available sources and is potentially subject to protection under the California Public Records Act (Government Code § 6250 et seq.), or is information that a Party (either the Submitting Party or the third-party who provided the information to the Submitting Party) reasonably claims to be confidential information, has kept strictly confidential, or claims constitutes some of its most sensitive business data which, if revealed, would place the Party at an unfair business advantage. Claims by the Submitting Party that submitted information should qualify for confidential treatment may be subject to review and may either be approved or denied by the assigned ALJ or the Commission pursuant to the Commission's Rules of Practice and Procedure, GO 66-D, and Pub. Util. Code §583.

“Counsel” means In-House Counsel and Outside Counsel of Record.

“Employee” means a person employed by a party to this proceeding or employed by an affiliated entity and who is actively engaged in the conduct of this proceeding, provided that such person is not involved in Competitive Decision-Making.

"Outside Counsel of Record" or "Outside Counsel" means the attorney(s), firm(s) of attorneys, or sole practitioner(s), as the case may be, representing a party in this proceeding, provided that such attorneys are not employees of the party, and are not involved in Competitive Decision-Making for a Carrier Party or other communications provider.

The term "Outside Counsel of Record" includes any attorney representing a Non-Carrier Party in this proceeding, provided that such

attorney is not involved in Competitive Decision-Making for a Carrier Party or other California communications provider.

"Outside Consultant" means a consultant or expert retained for the purpose of assisting Counsel or a party in this proceeding, provided that such consultant or expert is not involved in Competitive Decision-Making. The term "Outside Consultant" includes any consultant or expert employed by a noncommercial party in this proceeding, provided that such consultant or expert is not involved in Competitive Decision-Making.

"Reviewing Representative" means a party or a party's Counsel, Employee or Outside Consultant who has obtained access to the document containing confidential information pursuant to this Protective Order.

4. Procedure for Obtaining Access to Confidential Documents and Information under this Protective Order. Only a Reviewing Representative may access Confidential Documents and Confidential Information, subject to the Protective Order. Any person seeking access to Confidential Documents and Confidential Information shall sign and date the Acknowledgment agreeing to be bound by the terms and conditions of the Protective Order; and the party on whose behalf the person seeks such access shall file the Acknowledgment in the proceeding and electronically serve it pursuant to Rule 1.10 of the Commission's Rules of Practice and Procedure. This paragraph shall not be construed to apply to the Commission or its staff.

5. Use of Confidential Information. Persons obtaining access to Confidential Information under this Protective Order shall use the information solely for the preparation and conduct of this proceeding before the Commission and any subsequent judicial proceeding arising directly from this proceeding and, except as provided herein, shall not use such documents or information for any other purpose, including without limitation business, governmental, or commercial purposes, or in other administrative, regulatory or judicial proceedings. The

provisions of this paragraph shall not be construed to apply to the Commission or its staff.

6. Permissible Disclosure. A Reviewing Representative may discuss and share the contents of the Confidential Documents and Confidential Information with another Reviewing Representative who has obtained access to such documents pursuant to this Protective Order and with the Commission and its staff (subject to applicable ex parte rules).

7. Subject to the requirements of paragraph 5, a Reviewing Representative may disclose Confidential Documents and Confidential Information to: (1) paralegals or other employees of such Reviewing Party assisting them in this proceeding; and (2) employees of third-party contractors of the Reviewing Party involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving documents or data or designing programs for handling data connected with this proceeding, or performing other clerical or ministerial functions with regard to documents connected with this proceeding. An outside Reviewing Representative of a Carrier Party may only disclose Confidential Documents and Confidential Information to other outside representatives of a Carrier Party who themselves have signed a filed Acknowledgement, certifying that they are an Outside Counsel, Outside Consultant, or employee of same. A Reviewing Representative of a Non-Carrier Party may not disclose Confidential Documents to anyone besides the Commission and its staff, employees of the Non-Carrier Party, and other Non-Carrier Party Reviewing Representatives or Outside Consultants who have signed the appropriately filed Acknowledgment.

8. Filings with the Commission. A party may in any document that it files in this proceeding disclose Confidential Information, and may attach Stamped Confidential Documents to such filing, only if it files the Confidential Information (and attachments) under seal. A party may make one Confidential

filing, in addition to its public filings. The Confidential filing may be served on Outside Counsel or a Non-Carrier Party that signed the Acknowledgement. (Outside Counsel may redact the Confidential data and provide to inside counsel, who has signed appropriate Acknowledgment.) For purposes of this proceeding only, parties are relieved of the Rule 11.4 requirement to file a motion seeking confidential treatment for Confidential Information.

9. Service of Documents Containing Confidential Information. Parties shall serve documents containing Confidential Information or attachments of Confidential Documents, only on those Reviewing Representatives that have signed the appropriately filed Acknowledgement. Parties serving documents containing such Information shall only be obligated to produce two versions of their documents: a Confidential version, and a redacted public version. The Confidential filing may be served on Outside Counsel or a Non-Carrier Party that signed the Acknowledgement. The Submitting Party shall serve the public redacted version on all parties to the proceeding, as listed in the Commission's official Service List.

10. Non-Disclosure of Confidential Documents. Absent an order or ruling of the Commission, the assigned Commissioner, the assigned Administrative Law Judge, or a law and motion Administrative Law Judge, neither a Confidential Document nor any Confidential Information may be disclosed further.

11. The Confidential Information shall not be loaded into an artificial intelligence (AI) tool or model, generative or not, where rights to the data are retained by any entity not subject to the Protective Order (*e.g.*, Google, OpenAI, Anthropic, etc.). Both attorneys and non-attorneys reviewing Confidential Material using AI tools or models must comply with the State Bar of California's Committee on Professional Responsibility and Conduct's 2026 Practical Guidance for the use of Generative Artificial Intelligence in the Practice of Law.

Use of Microsoft and Adobe products are permissible subject to the aforementioned AI restrictions.

12. Protection of Confidential Documents, Confidential Information. A Reviewing Representative shall have the obligation to ensure that access to Confidential Documents and Confidential Information is strictly limited as prescribed in this Protective Order. A Reviewing Representative shall further have the obligation to ensure that Confidential Documents and Confidential Information are used only as provided in this Protective Order.

13. Client Consultation. Nothing in this Protective Order shall prevent or otherwise restrict Counsel from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Documents and Confidential Information; provided, however, that in rendering such advice and otherwise communicating with such client, Counsel shall not disclose Confidential Documents and Confidential Information, unless the client representative has signed an Acknowledgement pursuant to the restrictions in this Protective Order and is not involved in Competitive Decision-Making. Nothing in this paragraph shall be interpreted as authorizing counsel involved in Competitive Decision-Making to have access to Confidential Information and Confidential Documents.

14. Subpoena by Courts, Departments, or Agencies. If a court, or a federal or state department or agency issues a subpoena for or orders the production of Confidential Documents or Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify each Submitting Party of the pendency of such subpoena or order. Consistent with the independent authority of any court, department or agency, such notification must be accomplished such that the Commission has a full opportunity to

oppose such production prior to the production or disclosure of any Confidential Document or Confidential Information.

15. Violations of Protective Order. Should a Reviewing Representative violate any of the terms of this Protective Order, such Reviewing Representative shall immediately convey that fact to the Commission. Further, should such violation consist of improper disclosure of Confidential Information, the violating person shall take all necessary steps to remedy the improper disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective Order, including but not limited to suspension or disbarment of Counsel from practice before the Commission, forfeitures, cease and desist orders, denial of further access to Confidential Information or Highly Confidential Information in this or any other Commission proceeding, and other financial or non-financial sanctions. Nothing in this Protective Order shall limit any other rights and remedies available to the Submitting Party at law or in equity against any person using Confidential Information in a manner not authorized by this Protective Order. The Parties acknowledge and agree that any violation or threatened violation of this Agreement may be enjoined and restrained by an order of this Commission or a court of competent jurisdiction, and that irreparable injury may be presumed for that purpose.

16. Termination of Proceeding. The provisions of this Protective Order shall not terminate at the conclusion of this proceeding. Within two weeks after conclusion of this proceeding and any administrative or judicial review, Reviewing Representatives shall destroy Confidential Information and Confidential Documents and all copies of the same. No material whatsoever derived from Confidential Documents or Confidential Information may be retained by any person having access thereto, except Counsel and/or Outside Counsel may retain, under the continuing strictures of this Protective Order, two

copies of pleadings (one of which may be in electronic format) prepared in whole or in part by that counsel, and that contain Confidential Information. All Counsel shall certify compliance with these terms and shall deliver such certification to the Commission not more than three weeks after conclusion of this proceeding. The provisions of this paragraph regarding retention of Confidential Documents, and copies of the same, and Confidential Information shall not apply to the Commission or its staff, although such Documents and Information will continue to be protected by Public Utilities Code § 583 and General Order 66-D.

(END OF ATTACHMENT A)