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Via E-FILE

June 13, 2014

Public Utilities Commission of Ohio
PUCO Docketing
180 E. Broad Street, 10th Floor
Columbus, Ohio 43215

In re: Case No. 14-841-EL-SSO and 14-842-EL-ATA

Dear Sir/Madam:

Please find attached the OHIO ENERGY GROUP'S MOTION TO ESTABLISH PROTECTIVE AGREEMENT e-filed today in the above-referenced matters.

Copies have been served on all parties on the attached certificate of service. Please place this document of file.

Respectfully yours,



David F. Boehm, Esq.
Michael L. Kurtz, Esq.
Jody Kyler Cohn, Esq.
BOEHM, KURTZ & LOWRY

MLKkew
Encl.
Cc: Certificate of Service

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter Of The Application Of Duke Energy Ohio, Inc. For Authority To Establish A Standard Service Offer Pursuant To Section 4928.143, Revised Code, In The Form Of An Electric Security Plan, Accounting Modifications And Tariffs For Generation Service	: : : : : : :	Case No. 14-841-EL-SSO
In The Matter Of The Application Of Duke Energy Ohio, Inc. For Authority To Amend Its Certified Supplier Tariff, P.U.C.O. No. 20	: :	Case No. 14-842-EL-ATA

**MOTION TO ESTABLISH PROTECTIVE AGREEMENT
OF THE OHIO ENERGY GROUP**

The Ohio Energy Group. ("OEG") hereby moves the Attorney Examiner(s) to establish a Protective Agreement that can be used for purposes of obtaining confidential and/or highly confidential information from Duke Energy Ohio, Inc. ("Duke" or "Company") in this proceeding. The confidentiality agreement that Duke currently proposes to use contains provisions so stringent and/or unreasonable that OEG (and likely other parties) cannot agree to sign it. Duke has been informed of OEG's concerns and has largely refused to accommodate them. Duke's insistence upon its proposed confidentiality agreement therefore effectively amounts to a refusal to produce the confidential information to OEG. Accordingly, it is necessary for the Attorney Examiner(s) to intervene in this matter. A memorandum in support of this Motion is attached.

Respectfully submitted,



David F. Boehm, Esq.
Michael L. Kurtz, Esq.
Jody Kyler Cohn, Esq.
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June 13, 2014

COUNSEL FOR THE OHIO ENERGY GROUP

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-841-EL-SSO
Authority To Establish A Standard Service Offer Pursuant To Section	:	
4928.143, Revised Code, In The Form Of An Electric Security Plan,	:	
Accounting Modifications And Tariffs For Generation Service	:	
	:	
In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-842-EL-ATA
Authority To Amend Its Certified Supplier Tariff, P.U.C.O. No. 20	:	

**MEMORANDUM IN SUPPORT OF
MOTION TO ESTABLISH PROTECTIVE AGREEMENT**

On June 2, 2014, OEG asked Duke to provide a proposed agreement that could be used for purposes of obtaining confidential and/or highly confidential information from the Company in this proceeding. Duke provided its proposed agreement on June 3, 2014, and slightly revised that agreement on June 4, 2014. The slightly revised agreement proposed by Duke is attached to this Motion as “Exhibit A.”

Upon review, OEG discovered that Duke’s proposed confidentiality agreement is significantly different than the agreement signed by OEG with Duke for purposes of its last Electric Security Plan (“ESP”) case, 11-3549-EL-SSO (attached as “Exhibit B”). And requirements in this new proposed confidentiality agreement go far beyond what Duke has previously required from OEG in order to acquire confidential information. The new proposed confidentiality agreement that Duke seeks to use in this proceeding includes several provisions that render it too stringent or unreasonable for OEG to sign, including stipulations regarding the confidentiality of information produced by Duke, a requirement to reimburse Duke for the costs of defending the confidentiality of its information in other proceedings, and a liquidated damage provision that could subject OEG to at least \$1 million in liability even if the actual damages to Duke as a result of any breach of the confidentiality agreement are minimal. OEG contacted Duke on June 4, 2014, expressing its concerns with those provisions and stating that OEG could not sign the agreement as proposed. On June 9, 2014, Duke responded, but largely refused to accommodate OEG’s concerns.

The specific provisions in Duke's proposed confidentiality agreement with which OEG took issue are highlighted in the attached "Exhibit C." OEG's concerns with those provisions are as follows:

Section 2: This proposed provision would effectively require OEG to admit that all of the information that Duke seeks to protect is confidential and/or highly confidential and that disclosure would damage Duke. This significantly differs from other confidentiality agreements that OEG has signed with Ohio utilities in which OEG has agreed to protect the information designated by that utility as confidential, but has maintained the right to challenge the confidential nature of the information before a commission/court. For example, a recent Protective Agreement that OEG signed with FirstEnergy included the following language:

By entering into this Protective Agreement, OEG does not waive any right that it may have to dispute the Companies' determination regarding any material identified as confidential by the Companies and to pursue those remedies that may be available to OEG before an administrative agency or court of competent jurisdiction.

The Protective Agreement used for purposes of this proceeding should similarly allow intervenors to challenge the confidentiality of the information that Duke seeks to protect.

Sections 4(a)(2) and 4(b)(2) – These proposed provisions would require OEG to obtain written permission from Duke before discussing confidential/highly confidential information with other intervenors who have signed confidentiality agreements with Duke for purposes of this proceeding. This goes far beyond the requirements in other Ohio utility confidentiality agreements. While OEG will ensure that other intervenors have signed an appropriate confidentiality agreement with Duke prior to discussing any confidential information with them, OEG should not be required to first obtain written permission from Duke. Such a requirement is not only burdensome, but also forces parties to reveal steps taken in anticipation of litigation that Duke can and should seek through discovery instead. Moreover, it would allow Duke to control, and potentially to impose unreasonable limits upon, what information intervenors can discuss amongst themselves during settlement discussions.

Section 6(a) – This proposed provision would require OEG to remain silent if Duke challenged the use of the confidential and/or highly confidential information obtained in this proceeding by OEG or another party in another proceeding. OEG would also be required to reimburse Duke for "any and all costs" incurred in defending

the confidentiality of its information in that other proceeding. This goes far beyond what other Ohio utilities have required of OEG and far beyond what Duke required for purposes of obtaining confidential information in its previous ESP case. Moreover, this provision is unnecessary given that many confidentiality agreements specifically set forth how the confidential information provided can be used, give a utility the opportunity to request that intervenors destroy the confidential information at the close of a given proceeding, and allow a utility to seek appropriate remedies in the event that the agreement is breached. Duke should not be allowed to force intervenors to stipulate to monetary remedies to which it may not be entitled merely in order to acquire confidential and/or highly confidential information for purposes of this proceeding.

Section 7(a) - This proposed provision would require OEG to pay \$1 million in damages in the event of breach of the confidentiality agreement, even if there is minimal or no actual damage to Duke as a result of that breach. This provision would also require OEG to pay all costs incurred by Duke in seeking legal and equitable remedies, including attorney's fees, court costs, and expert witnesses. Again, this goes far beyond what has been required by other Ohio utilities and Duke in previous confidentiality agreements. The \$1 million damage figure chosen by Duke arbitrary and unlikely to be something that most consumer representatives could agree to. It is also unreasonable to require an intervenor to pay any and all costs incurred by Duke if the amount of damage done as a result of any breach may be minimal. Duke could maintain the right to seek any legal and equitable remedies that may be available to it in the event of breach in the confidentiality agreement. But parties should not be required to stipulate to an arbitrarily-determined amount of damages in order to receive confidential information for purposes of this proceeding.

Given Duke's insistence upon such stringent and unreasonable provisions, to which OEG (and likely other parties) cannot agree, the Attorney Examiner(s) should intervene in this matter and rule that Duke must allow parties to sign an alternative Protective Agreement in order to obtain the information that the Company seeks to protect as confidential and/or highly confidential information for purposes of this proceeding. OEG's recommended Protective Agreement is based upon the one used by FirstEnergy in a recent proceeding, which OEG has attached as "Exhibit D." In the alternative, the Attorney Examiner(s) could use the confidentiality agreement used by Duke in its last ESP case or craft a new one.

Attorney Examiners have acted to resolve disputes surrounding confidentiality agreements in the past.¹ And under Ohio Adm. Code §4901-1-14, Attorney Examiners have authority to rule on any procedural motion or other procedural matter. Accordingly, OEG urges the Attorney Examiner(s) to exercise that authority in this proceeding in order to allow parties to expeditiously obtain the information that Duke seeks to protect as confidential and/or highly confidential. Because parties need to acquire and review the confidential and/or highly confidential information in Duke's filings soon for purposes of sending discovery requests and preparing responses to Duke's proposals, OEG requests an expedited ruling on this Motion pursuant to Ohio Adm. Code §4901-1-12(C).

WHEREFORE. OEG respectfully requests that the Protective Agreement used by FirstEnergy in a recent proceeding, which OEG has attached as "Exhibit D, be adopted in this case." In the alternative, the Attorney Examiner(s) could use the confidentiality agreement used by Duke in its last ESP case or craft a new one.

Respectfully submitted,



David F. Boehm, Esq.

Michael L. Kurtz, Esq.

Jody Kyler Cohn, Esq.

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COUNSEL FOR THE OHIO ENERGY GROUP

June 13, 2014

¹ See Case No. 07-760-TP-BLS, Entry (August 10, 2007).

EXHIBIT A

|

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Establish a)	
Standard Service Offer Pursuant to)	
Section 4928.143, Revised Code, in the)	Case No. 14-841-EL-SSO
Form of an Electric Security Plan,)	
Accounting Modifications and Tariffs for)	
Generation Service.)	

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 14-842-EL-ATA
Certified Supplier Tariff, P.U.C.O. No.)	
20.		

**CONFIDENTIALITY AGREEMENT
BETWEEN
DUKE ENERGY OHIO, INC.
AND
OHIO ENERGY GROUP**

This Confidentiality Agreement (Agreement) is made and entered into by and between Duke Energy Ohio, Inc., (Duke Energy Ohio) and Ohio Energy Group (Recipient) (each individually a Party and, collectively, the Parties), effective as of June 4, 2014.

Recitals

- A. Duke Energy Ohio is an Ohio public utility, as defined in Revised Code (R.C.) 4905.02 and an electric utility, as defined in R.C. 4928.01(A)(11). As such, Duke Energy Ohio is subject to the jurisdiction of the Public Utilities Commission of Ohio (Commission).
- B. Recipient is an organization of consumers and has filed, or intends to file, a motion seeking leave to intervene in the Proceeding, as defined herein, which motion has not been denied.

- C. Certain written, verbal, and electronic information anticipated to be disclosed by Duke Energy Ohio to Recipient contains proprietary, confidential, and competitive information of Duke Energy Ohio and, potentially, third parties.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

Agreement

1. Definitions

For purposes of this Agreement, the term “Confidential” means that counsel for Duke Energy Ohio deems, in good faith, the information to which the term refers to be subject to protection either under Rule 26(c) of the Federal or Ohio Rules of Civil Procedure or under Rule 4901-1-24(D) of the Ohio Administrative Code because it constitutes a trade secret or other confidential business information of Duke Energy Ohio or Duke Energy Ohio’s customers or Duke Energy Ohio’s affiliates, including but not limited to plant and product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, research and development, customer lists, current and anticipate customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), databases (including technologies, systems, structures, and architectures), contracts, or any other information, however documented, that is a trade secret within the meaning of applicable law and including other commercial information and/or confidential information that is subject to a further confidentiality provision with a third party. However, the term “Confidential” does not refer to any information or document that is either (i) contained in the public files of any state or federal administrative agency or court or (ii) at or prior to the commencement of the Proceeding is or was otherwise in the public domain, or enters into the public domain as a result of publication by Duke Energy Ohio.

For purposes of this Agreement, the term “Highly Confidential” means that counsel for Duke Energy Ohio deems, in good faith, the information to which the term refers to be “Confidential” and also to be information that, if disclosed, might damage the Company’s current or prospective business or any current or prospective financial position and is, therefore, disclosed only for review by attorneys representing the Recipient.

For purposes of this Agreement, the term “Confidential Information” or “Highly Confidential Information” means information that is designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” by Duke Energy Ohio in writing or, if recorded as part of a deposition or transcribed testimony, orally. “Confidential Information” and “Highly Confidential Information” shall refer to such designated information whether revealed during deposition, in a document, by production of tangible evidence, in a hearing or oral testimony of

any sort, or otherwise. "Confidential Information" and "Highly Confidential Information" shall also include all copies or reproductions, in any medium, or any so designated information. In addition, "Confidential Information" and "Highly Confidential Information" shall include all notes, analyses, compilations, studies, summaries, and other material prepared by the Recipient or the Recipient's Representatives (as defined below) containing or based, in whole or in part, on any Confidential Information or "Highly Confidential Information" provided from or on behalf of Duke Energy Ohio. Where reasonably possible, "Confidential Information" or "Highly Confidential Information" shall bear a legend to that effect, record or affixed on it in such a way as to be obvious to a reasonable examiner.

For purposes of this Agreement, the term "Proceeding" means the Commission proceeding or proceedings captioned above, including any appeal to the Ohio Supreme Court that stems directly from the Commission's decision therein and any remand by the Ohio Supreme Court to the Commission. **The term "Proceeding" does NOT include any cases that may be substantively or procedurally related but are not captioned above, other than appeals and remands.**

2. Identification of Confidential Information and Highly Confidential Information

Duke Energy Ohio will conspicuously mark all written and electronic data containing Confidential Information or Highly Confidential Information as "Confidential" or "Highly Confidential – Attorneys' Eyes Only." In the event that Duke Energy Ohio notifies the Recipient after providing Confidential Information or Highly Confidential Information that such information was not appropriately so marked, the Recipient shall add such marking to the Confidential Information or Highly Confidential Information and shall treat it as such under the terms of this Agreement.

By entering into this Agreement, the Recipient acknowledges the Confidential or Highly Confidential nature of the Confidential Information or Highly Confidential Information and that any unauthorized disclosure or unauthorized use thereof by the Recipient will injure Duke Energy Ohio's business and/or the business of the customer(s) and/or affiliate(s) of Duke Energy Ohio.

3. Protection of Confidential Information

The Recipient agrees that (i) it will hold all Confidential Information and Highly Confidential Information as required by this Agreement and will not, without the specific prior written consent of Duke Energy Ohio, disclose any Confidential Information or Highly Confidential Information (including the fact that the Confidential Information or Highly Confidential Information has been made available to the Recipient or that the Recipient has inspected any portion of the Confidential Information or Highly Confidential Information) to any

person other than as allowed hereunder, (ii) it will not use any of the Confidential Information or Highly Confidential Information for any reason or purpose other than the Proceeding, and (iii) in the event the Recipient has a need to publicly file any document containing Confidential Information or Highly Confidential Information, with the Confidential Information or Highly Confidential Information redacted, the Recipient shall ensure that the redacted information cannot, technologically, be obtained by third parties.

All Confidential Information and Highly Confidential Information shall be held by the Recipient in separate and identifiable files, with access to such files restricted to persons to whom disclosure is permitted hereunder.

The Recipient is fully responsible for enforcing, with regard to its Representatives (including legal counsel), the obligations of this Agreement and for taking such action, legal or otherwise (including all actions that the Recipient would take to protect its own confidential information and trade secrets), as may be necessary to cause its Representatives (including legal counsel) to comply with such obligations.

4. Permitted Disclosure

a. Disclosure of Confidential Information is permitted only as follows:

- 1) The Recipient may disclose Confidential Information to those representatives of the Recipient (including directors, officers, employees, agents, consultants, advisors, legal counsel, paralegals, economists, statisticians, accountants, and financial advisors (Representatives)) who (a) in the judgment of the Recipient, require access to such material for the purpose of assisting the Recipient in performing work directly associated with the Proceeding; (b) are informed by the Recipient and/or Duke Energy Ohio of the Confidential nature of the Confidential Information and the obligations of this Agreement and agree to be bound by all the provisions hereof; and (c) have executed a Nondisclosure Certificate in the form attached hereto and have returned a copy of such executed Nondisclosure Certificate to Duke Energy Ohio prior to obtaining access to Confidential Information.
- 2) The Recipient may also disclose Confidential Information to any party to the Proceeding that is bound by the terms of a similar Confidentiality Agreement with Duke Energy Ohio; provided that such similar Confidentiality Agreement is applicable only to the Proceeding and, provided further, that, prior to such disclosure by the Recipient, the Recipient has received from Duke Energy Ohio written permission for the disclosure of Confidential Information to such other party to the Proceeding.

- 3) As described more fully in paragraph 6, below, the Recipient may disclose Confidential Information as ordered by the Commission or its personnel; provided, however, that the Recipient shall provide notice to Duke Energy Ohio that such an order has been received, at least three business days prior to disclosure, and, provided further, that the Recipient shall not disclose Confidential Information pursuant to such an order if Duke Energy Ohio has informed the Recipient that it has initiated an effort (through a formal filing or otherwise) to appeal that order or otherwise to petition the Commission or its personnel to change the order.
- b. Highly Confidential Information is disclosed by Duke Energy Ohio under this Agreement, for attorneys' eyes only. Disclosure of Highly Confidential Information is permitted only as follows:
- 1) The Recipient may not disclose Highly Confidential Information to any Representative other than legal counsel of record in the Proceeding, and may only do so provided such counsel (a) is informed by the Recipient and/or Duke Energy Ohio of the Highly Confidential nature of the Highly Confidential Information and the obligations of this Agreement and agrees to be bound by all the provisions hereof, including the obligation not to disclose the Highly Confidential Information other than as permitted herein, and (b) has executed a Nondisclosure Certificate in the form attached hereto and has returned a copy of such executed Nondisclosure Certificate to Duke Energy Ohio prior to obtaining access to Highly Confidential Information.
 - 2) The Recipient may also disclose Highly Confidential Information to legal counsel of record in the Proceeding, which legal counsel represents any party to the Proceeding that is bound by the terms of a similar Confidentiality Agreement with Duke Energy Ohio; provided that such similar Confidentiality Agreement is applicable only to the Proceeding and, provided further, that, prior to such disclosure by the Recipient, the Recipient has received from Duke Energy Ohio written permission for the disclosure of Highly Confidential Information to such legal counsel for such other party to the Proceeding.
 - 3) As described more fully in paragraph 6, below, the Recipient may disclose Highly Confidential Information as ordered by the Commission or its personnel; provided, however, that the Recipient shall provide at least three business days' prior notice to Duke Energy Ohio that such an order has been received and, provided further, that the Recipient shall not disclose Highly Confidential Information pursuant to such an order if

Duke Energy Ohio has informed the Recipient that it has initiated an effort (through a formal filing or otherwise) to appeal that order or otherwise to petition the Commission or its personnel to change the order.

5. Ownership

All Confidential Information and Highly Confidential Information shall remain the property of Duke Energy Ohio. No license or other rights under any patents, trademarks, copyrights, or other proprietary rights is granted or implied by this Agreement or the disclosure of the Confidential Information or Highly Confidential Information.

6. Limited Use of Confidential Information

The Recipient shall not reveal Confidential Information or Highly Confidential Information or otherwise disclose such information other than as expressly authorized in this Agreement and only for the purpose of the Proceeding.

- a. If the Recipient or any one or more of the Recipient's Representatives attempts to use the Confidential Information or Highly Confidential Information for any purpose other than this Proceeding, neither Recipient nor any of its Representatives shall oppose a motion by Duke Energy Ohio to strike such use or any other such motion deemed appropriate by counsel for Duke Energy Ohio and the Recipient shall be responsible for reimbursing Duke Energy Ohio for any and all costs that incurs in defending the Confidentiality of such Confidential Information or Highly Confidential Information. Similarly, if the Recipient is a party to a subsequent legal proceeding in any administrative agency or court (which subsequent proceeding is not included in the definition of the Proceeding) and another entity or person (that was also a party to the Proceeding and had executed a confidentiality agreement with Duke Energy Ohio with regard to the Proceeding) attempts to use Confidential Information or Highly Confidential Information in that subsequent proceeding, the Recipient agrees not to oppose any motion by Duke Energy Ohio to strike or otherwise prevent such unauthorized use of the Confidential Information or Highly Confidential Information.
- b. If the Recipient is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil or criminal investigative demands, regulatory requirements, or other similar processes) to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Recipient will provide Duke Energy Ohio notice, within three business days' of the receipt thereof, so that Duke Energy Ohio may determine whether to seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Recipient may furnish that portion (and only that portion) of the Confidential Information or

Highly Confidential Information that, in the written opinion of its counsel (reasonably acceptable to Duke Energy Ohio), the Recipient is legally compelled to disclose. In addition, the Recipient shall use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information or Highly Confidential Information so disclosed.

7. Remedies

The Parties stipulate and agree that disclosure of such information without the protection of this Agreement would likely damage Duke Energy Ohio, such damage would likely be material, and the measure of such damage is difficult to quantify. Therefore, the Parties agree to the following remedies:

- a. The Parties agree that the damage shall be calculated at the greater of actual damages to Duke Energy Ohio or \$1,000,000. In addition, the Recipient breaching this Agreement shall be responsible for reimbursing Duke Energy Ohio for all costs of pursuing its legal and/or equitable remedies hereunder; including, but not limited to, attorneys' fees, court costs, and expert witnesses.
- b. Furthermore, the Parties stipulate and agree that monetary damages would not be an adequate remedy for a breach of this Agreement by the Recipient or any of its Representatives and that Duke Energy Ohio will suffer irreparable harm because of any such breach. Therefore, in addition to any legal remedies and any sanctions that may be imposed by the Commission for a violation of this Agreement, the Parties agree that Duke Energy Ohio may, without the requirement that it post a bond or other security, take any actions available at law or at equity for a breach of this Agreement. Duke Energy Ohio shall thus be entitled, in addition to any other remedies that might otherwise be available to it, to specific performance and injunctive or other equitable relief in the courts of Ohio or any other court of competent jurisdiction as a remedy for the commission or continuance of any such breach or anticipated breach.

8. Return and/or Destruction of Confidential Information or Highly Confidential Information

If any individual Representative of the Recipient ceases to be employed by the Recipient or otherwise engaged in the Proceeding, access to any Confidential Information will be terminated immediately and such individual shall (a) promptly return all Confidential Information and Highly Confidential Information in his or her possession to another Representative of the Recipient who has signed the Nondisclosure Certificate or, (2) if there is no

such other Representative of the Recipient, treat the Confidential Information and Highly Confidential Information as described below, as if the Proceeding had been concluded. Any person who has signed the Nondisclosure Certificate will continue to be bound by the provisions of this Agreement even if no longer employed by the Recipient or engaged in the Proceeding.

Confidential Information or Highly Confidential Information provided under the terms of this Agreement must be returned to Duke Energy Ohio or destroyed, as described in this section, under the following circumstances:

- a. The Recipient's intervention in the Proceeding is denied by the Commission or its personnel.
- b. The Recipient determines that it does not wish to continue its participation in the Proceeding and files a notice of such withdrawal.
- c. The Commission issues a final order in the Proceeding, assuming it is not appealed to the Ohio Supreme Court.
- d. If appealed to the Ohio Supreme Court, such Court issues its opinion, assuming it is not remanded to the Commission.
- e. If remanded to the Commission, the Commission issues a final order in the Proceeding.

In any of the above-listed circumstances, the Recipient shall, within 15 days from its receipt of notification from Duke Energy Ohio, either return to Duke Energy Ohio or destroy the Confidential Information and Highly Confidential Information, as instructed by Duke Energy Ohio in such notification. In that event, the Recipient shall promptly deliver to Duke Energy Ohio any Confidential Information and Highly Confidential Information furnished by Duke Energy Ohio, together with all copies and summaries thereof in the possession or under the control of the Recipient or its Representatives and shall destroy all materials generated by the Recipient or the Recipient's Representatives that include or refer to any part of the Confidential Information or Highly Confidential Information. One copy of the Confidential Information or Highly Confidential Information may be retained by the Recipient for record purposes only, but only if the Recipient is a governmental entity and such retention is mandated by law. If such a record is retained by the Recipient, it shall under no circumstances be used for any purpose other than the Proceeding. Furthermore, the terms of this Agreement shall remain in full force and effect after the final conclusion of the Proceeding, regardless of whether the Recipient retained a record copy of the Confidential Information or Highly Confidential Information or not.

The Recipient shall, within 15 days from its receipt of notification from Duke Energy Ohio to return to Duke Energy Ohio or destroy the Confidential Information and Highly Confidential Information, the Recipient shall also provide written, notarized and sworn certification of its compliance with this section.

9. Miscellaneous

a. Notices

Notices required or permitted by this Agreement shall be served by certified mail, return receipt requested, or reputable overnight courier service to the following addresses:

To Duke Energy Ohio: Amy B. Spiller, Deputy General Counsel
139 East Fourth Street, 1303-Main
Cincinnati, Ohio 45202

To Ohio Energy Group : Jody Kyler Cohn
Boehm, Kurtz & Lowery
36 W. Seventh Street, Suite 1510
Cincinnati, Ohio 45202

b. Authority

The undersigned individuals represent that they are authorized to sign this Agreement on behalf the respective Parties.

c. Entire Agreement, Severability, and Waiver

This Agreement constitutes the entire Agreement among the Parties with respect to the subject matter hereof, supersedes any prior understandings or representations among all of the Parties to this Agreement relating to the confidential treatment of the Confidential Information and Highly Confidential Information, and shall not be modified except by a written agreement signed by all Parties.

All provisions of this Agreement are severable and the unenforceability of any of the Provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

The failure of any Party to insist upon strict performance of any of the terms and conditions shall not be deemed to be a waiver of those or any other terms and conditions of this Agreement.

d. Assignability

This Agreement may not be assigned by any Party without the prior written consent of the other Party.

e. Governing Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio. Any action to enforce the terms of this Agreement shall be brought in a court located within Hamilton County, Ohio, and both Parties hereby consent to the jurisdiction of such court.

f. Counterparts and Facsimile or Electronic Signatures

This Agreement may be executed in counterparts and, in the absence of an original signature, faxed signatures (or signatures transmitted by other electronic media) will be considered the equivalent of an original signature.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by an appropriate officer or other person thereunto duly authorized, as of the date set forth at the beginning of this Agreement.

DUKE ENERGY OHIO, INC.

Amy B. Spiller, Deputy General Counsel
Elizabeth H. Watts, Associate General Counsel

OHIO ENERGY GROUP

Jody Kyler Cohn
Michael L. Kurtz
David L. Boehm
Boehm, Kurtz & Lowery

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)
Energy Ohio for Authority to Establish a)
Standard Service Offer Pursuant to)
Section 4928.143, Revised Code, in the) Case No. 14-841-EL-SSO
Form of an Electric Security Plan,)
Accounting Modifications and Tariffs for)
Generation Service.)

In the Matter of the Application of Duke)
Energy Ohio for Authority to Amend its) Case No. 14-842-EL-ATA
Certified Supplier Tariff, P.U.C.O. No.)
20.)

NONDISCLOSURE CERTIFICATE

I certify my understanding that Confidential Information or Highly Confidential Information may be provided to me, but only pursuant to the terms and restrictions of the Confidentiality Agreement executed on _____, and certify that I have been given a copy of and have read such Confidentiality Agreement, and that I agree to be bound by it (including the definitions therein of any terms in this certificate). I understand that the contents of Confidential Information or Highly Confidential Information, and any writings, memoranda, or any other form of information regarding or derived from Confidential Information or Highly Confidential Information, shall not be voluntarily disclosed to anyone other than in accordance with such Confidentiality Agreement. Furthermore, I understand that the Confidential Information and Highly Confidential Information shall only be used for purposes of the above-captioned Proceeding.

Name: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT (Agreement), dated as of June 29, 2011, between Duke Energy Ohio, Inc., an Ohio corporation (Duke Energy Ohio) with offices at 139 East Fourth Street, Cincinnati, Ohio 45201, and Ohio Energy Group (OEG).

WITNESSETH:

WHEREAS, Duke Energy Ohio and OEG (each individually referred to as Party, or collectively as Parties) have entered into an agreement for OEG to receive confidential information in Case No. 11-3549-EL-SSO (hereinafter collectively referred to as the Pending Case); and

WHEREAS, the Parties desire to ensure the confidentiality of such confidential information provided or to be provided by Duke Energy Ohio (the Providing Party or Duke Energy Ohio) to the Ohio Energy Group (the Receiving Party or OEG) in connection with the Pending Case;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto, intending to be legally bound, agree as follows:

1. CONFIDENTIAL AND PROPRIETARY NATURE OF THE CONFIDENTIAL INFORMATION

The Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information (as defined below) and that any unauthorized disclosure or unauthorized use thereof by the Receiving Party will injure the Providing Party's business and/or the business of customer(s) of the Providing Party. The Receiving Party agrees to hold and keep the Confidential Information as provided in this Agreement and otherwise agrees to each and every restriction and obligation set forth in this Agreement.

2. CONFIDENTIAL INFORMATION

As used in this Agreement, the term Confidential Information means and includes any and all information that meets both of the following requirements:

- a. The information concerning the business and affairs of the Providing Party, however documented, that has been or may hereafter be provided or shown to the Receiving Party by the Providing Party or by the directors, officers, employees, agents, consultants, advisors, or other representatives including legal counsel, accountants and financial advisors (each, a Representative) of the Providing Party (collectively, the Providing Party Representatives) or is otherwise obtained from review of Providing Party documents or property or discussions with Providing Party Representatives by the Receiving Party or its attorneys or persons involved in the Pending Case, such as experts and anticipated witnesses, (each a Receiving Party's Representative or collectively the Receiving Party's Representatives) irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party or the

Receiving Party's Representatives containing or based, in whole or in part, on any information included in the foregoing; and

- b. The information contains trade secrets concerning the business and affairs of the Providing Party and or its customers, plant and product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), contracts, and any other information, however documented, that is a trade secret within the meaning of applicable law.

Confidential Information shall not include any oral information exchanged between the Parties that is not promptly reduced to writing and confirmed by the applicable Parties.

Further, Confidential Information shall not include any information of the Providing Party that:

- a. was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or the Receiving Party's Representatives;
- b. was available, or becomes available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Providing Party or a Providing Party Representative, but only if (i) to the best of the Receiving Party's knowledge after due inquiry, the source of such information is not bound by a confidentiality agreement with the Providing Party or is not otherwise prohibited from transmitting such information to the Receiving Party or the Receiving Party's Representatives by a contractual, legal, fiduciary or other obligation, and (ii) the Receiving Party provides the Providing Party with prompt written notice of such prior possession; or
- c. was independently acquired or developed by the Receiving Party without violating any of its obligations under this Agreement.

3. RESTRICTED USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees that (a) it will keep confidential any and all Confidential Information and, except as provided in the following paragraph or as otherwise expressly permitted by the terms of this Agreement, will neither, without the specific prior written consent of the Providing Party, disclose any Confidential Information to any person (including the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party has inspected any portion of the Confidential Information); and (b) it will not use any of the Confidential Information for any reason or purpose other than to perform its obligations, if any, in the Pending Case.

The Receiving Party may disclose Confidential Information to those Representatives of the Receiving Party who (i) in the judgment of the Receiving Party, require access to such material for the purpose of assisting the Receiving Party in performing work directly associated with the Pending Case; (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to be bound by all the provisions hereof applicable to the receipt and use of Confidential Information by the Receiving Party; and (iii) have executed a Non-Disclosure Certificate in the Form attached hereto as Exhibit A prior to any access to Confidential Information. The Receiving Party agrees to be fully responsible for enforcing as to the Receiving Party's Representatives the obligations of this Agreement applicable to the Receiving Party and to take such action, legal or otherwise, to the extent necessary (including all actions that the Receiving Party would take to protect its own confidential information and trade secrets) to cause its Representatives to comply with such obligations. The Receiving Party may also disclose Confidential Information to any party to the Pending Case that is similarly bound by the terms of a Confidentiality Agreement with the Providing Party applicable to the Pending Case and that is in possession of said Confidential Material.

4. DISCLOSURE REQUIRED BY LAW

If the Receiving Party or any of the Receiving Party's Representatives is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party or such Representative, as the case may be, will provide the Providing Party with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party or such Representative may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of its counsel, reasonably acceptable to the Providing Party, the Receiving Party is legally compelled or is otherwise required to disclose. In addition, the Receiving Party or such Representative shall use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information so disclosed.

5. RETURN OF CONFIDENTIAL INFORMATION

If the Receiving Party determines that it does not wish to proceed with the Pending Case or upon the conclusion of the Pending Case as evident by either the Providing Party withdrawing its case or the issuance of a final order, then the Receiving Party, upon request of the Providing Party, (a) (i) will promptly deliver to the Providing Party all documents or other materials furnished by the Providing Party or any Providing Party Representative to the Receiving Party or the Receiving Party's Representatives constituting Confidential Information, together with all copies and summaries thereof in the possession or under the control of the Receiving Party or the Receiving Party's Representatives, and (ii) will destroy materials generated by the Receiving Party or the Receiving Party's Representatives that include or refer to any part of the Confidential Information, without retaining a copy of any such material; or (b) as an alternative to the procedure described in the preceding clause (a) if the Providing Party gives its prior written consent, the Receiving Party will promptly destroy all documents or other matters constituting Confidential Information in the possession or under the control of the Receiving Party or the Receiving Party's Representatives and shall promptly certify the same in writing to the Providing Party (including in such certification a list of the destroyed materials). The Receiving Party

further agrees, regardless of the alternative selected above, to produce to the Providing Party, upon its request, copies of all Non-Disclosure Certificates executed pursuant to this Confidentiality Agreement Representatives of the Receiving Party.

6. REMEDIES

The Receiving Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it or by the Receiving Party's Representatives and that the Providing Party will suffer irreparable harm because of any such breach of this Agreement. The Receiving Party further understands and agrees that the Providing Party will be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive relief as remedies for such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by the Receiving Party but shall be in addition to all other remedies available at law or equity.

7. MISCELLANEOUS

(a) Modification. The agreements set forth in this Agreement may be modified or waived only by a separate writing signed by the Providing Party and the Receiving Party expressly modifying or waiving such agreements.

(b) Waiver. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(c) Person. The term person means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(e) Costs. The Receiving Party agrees that if it is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of any of the terms of this Agreement, then it will pay all costs of such action or suit, including reasonable attorneys' fees.

(f) Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Ohio without regard to conflicts of laws principles thereof.


(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by an appropriate officer thereunto duly authorized, all as of the date set forth at the beginning of this Agreement.

Duke Energy Ohio

Amy B. Spiller
Deputy General Counsel

OEG



Michael Kurtz
Counsel for OEG

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Establish a)	
Standard Service Offer Pursuant to Section)	
4928.143, Revised Code, in the Form of)	Case No. 11-3549-EL-SSO
an Electric Security Plan, Accounting)	
Modifications and Tariffs for Generation)	
Service.)	

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3550-EL-ATA
Certified Supplier Tariff, P.U.C.O. No. 20.)	

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3551-EL-UNC
Corporate Separation Plan.)	

NON-DISCLOSURE CERTIFICATE

I certify my understanding that Protected Materials may be provided to me, but only pursuant to the terms and restrictions of the Protective Agreement, last executed _____ 2011, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from protected materials shall not be voluntarily disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of this Proceeding as defined in paragraph two of the Protective Agreement.

Name: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT C

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)
Energy Ohio for Authority to Establish a)
Standard Service Offer Pursuant to)
Section 4928.143, Revised Code, in the) Case No. 14-841-EL-SSO
Form of an Electric Security Plan,)
Accounting Modifications and Tariffs for)
Generation Service.)

In the Matter of the Application of Duke)
Energy Ohio for Authority to Amend its) Case No. 14-842-EL-ATA
Certified Supplier Tariff, P.U.C.O. No.)
20.)

**CONFIDENTIALITY AGREEMENT
BETWEEN
DUKE ENERGY OHIO, INC.
AND
OHIO ENERGY GROUP**

This Confidentiality Agreement (Agreement) is made and entered into by and between Duke Energy Ohio, Inc., (Duke Energy Ohio) and Ohio Energy Group (Recipient) (each individually a Party and, collectively, the Parties), effective as of June 4, 2014.

Recitals

- A. Duke Energy Ohio is an Ohio public utility, as defined in Revised Code (R.C.) 4905.02 and an electric utility, as defined in R.C. 4928.01(A)(11). As such, Duke Energy Ohio is subject to the jurisdiction of the Public Utilities Commission of Ohio (Commission).
- B. Recipient is an organization of consumers and has filed, or intends to file, a motion seeking leave to intervene in the Proceeding, as defined herein, which motion has not been denied.

- C. Certain written, verbal, and electronic information anticipated to be disclosed by Duke Energy Ohio to Recipient contains proprietary, confidential, and competitive information of Duke Energy Ohio and, potentially, third parties.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

Agreement

1. Definitions

For purposes of this Agreement, the term “Confidential” means that counsel for Duke Energy Ohio deems, in good faith, the information to which the term refers to be subject to protection either under Rule 26(c) of the Federal or Ohio Rules of Civil Procedure or under Rule 4901-1-24(D) of the Ohio Administrative Code because it constitutes a trade secret or other confidential business information of Duke Energy Ohio or Duke Energy Ohio’s customers or Duke Energy Ohio’s affiliates, including but not limited to plant and product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, research and development, customer lists, current and anticipate customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), databases (including technologies, systems, structures, and architectures), contracts, or any other information, however documented, that is a trade secret within the meaning of applicable law and including other commercial information and/or confidential information that is subject to a further confidentiality provision with a third party. However, the term “Confidential” does not refer to any information or document that is either (i) contained in the public files of any state or federal administrative agency or court or (ii) at or prior to the commencement of the Proceeding is or was otherwise in the public domain, or enters into the public domain as a result of publication by Duke Energy Ohio.

For purposes of this Agreement, the term “Highly Confidential” means that counsel for Duke Energy Ohio deems, in good faith, the information to which the term refers to be “Confidential” and also to be information that, if disclosed, might damage the Company’s current or prospective business or any current or prospective financial position and is, therefore, disclosed only for review by attorneys representing the Recipient.

For purposes of this Agreement, the term “Confidential Information” or “Highly Confidential Information” means information that is designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” by Duke Energy Ohio in writing or, if recorded as part of a deposition or transcribed testimony, orally. “Confidential Information” and “Highly Confidential Information” shall refer to such designated information whether revealed during deposition, in a document, by production of tangible evidence, in a hearing or oral testimony of

any sort, or otherwise. “Confidential Information” and “Highly Confidential Information” shall also include all copies or reproductions, in any medium, or any so designated information. In addition, “Confidential Information” and “Highly Confidential Information” shall include all notes, analyses, compilations, studies, summaries, and other material prepared by the Recipient or the Recipient’s Representatives (as defined below) containing or based, in whole or in part, on any Confidential Information or “Highly Confidential Information” provided from or on behalf of Duke Energy Ohio. Where reasonably possible, “Confidential Information” or “Highly Confidential Information” shall bear a legend to that effect, record or affixed on it in such a way as to be obvious to a reasonable examiner.

For purposes of this Agreement, the term “Proceeding” means the Commission proceeding or proceedings captioned above, including any appeal to the Ohio Supreme Court that stems directly from the Commission’s decision therein and any remand by the Ohio Supreme Court to the Commission. **The term “Proceeding” does NOT include any cases that may be substantively or procedurally related but are not captioned above, other than appeals and remands.**

2. Identification of Confidential Information and Highly Confidential Information

Duke Energy Ohio will conspicuously mark all written and electronic data containing Confidential Information or Highly Confidential Information as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” In the event that Duke Energy Ohio notifies the Recipient after providing Confidential Information or Highly Confidential Information that such information was not appropriately so marked, the Recipient shall add such marking to the Confidential Information or Highly Confidential Information and shall treat it as such under the terms of this Agreement.

By entering into this Agreement, the Recipient acknowledges the Confidential or Highly Confidential nature of the Confidential Information or Highly Confidential Information and that any unauthorized disclosure or unauthorized use thereof by the Recipient will injure Duke Energy Ohio’s business and/or the business of the customer(s) and/or affiliate(s) of Duke Energy Ohio.

3. Protection of Confidential Information

The Recipient agrees that (i) it will hold all Confidential Information and Highly Confidential Information as required by this Agreement and will not, without the specific prior written consent of Duke Energy Ohio, disclose any Confidential Information or Highly Confidential Information (including the fact that the Confidential Information or Highly Confidential Information has been made available to the Recipient or that the Recipient has inspected any portion of the Confidential Information or Highly Confidential Information) to any

person other than as allowed hereunder, (ii) it will not use any of the Confidential Information or Highly Confidential Information for any reason or purpose other than the Proceeding, and (iii) in the event the Recipient has a need to publicly file any document containing Confidential Information or Highly Confidential Information, with the Confidential Information or Highly Confidential Information redacted, the Recipient shall ensure that the redacted information cannot, technologically, be obtained by third parties.

All Confidential Information and Highly Confidential Information shall be held by the Recipient in separate and identifiable files, with access to such files restricted to persons to whom disclosure is permitted hereunder.

The Recipient is fully responsible for enforcing, with regard to its Representatives (including legal counsel), the obligations of this Agreement and for taking such action, legal or otherwise (including all actions that the Recipient would take to protect its own confidential information and trade secrets), as may be necessary to cause its Representatives (including legal counsel) to comply with such obligations.

4. Permitted Disclosure

a. Disclosure of Confidential Information is permitted only as follows:

- 1) The Recipient may disclose Confidential Information to those representatives of the Recipient (including directors, officers, employees, agents, consultants, advisors, legal counsel, paralegals, economists, statisticians, accountants, and financial advisors (Representatives)) who (a) in the judgment of the Recipient, require access to such material for the purpose of assisting the Recipient in performing work directly associated with the Proceeding; (b) are informed by the Recipient and/or Duke Energy Ohio of the Confidential nature of the Confidential Information and the obligations of this Agreement and agree to be bound by all the provisions hereof; and (c) have executed a Nondisclosure Certificate in the form attached hereto and have returned a copy of such executed Nondisclosure Certificate to Duke Energy Ohio prior to obtaining access to Confidential Information.
- 2) The Recipient may also disclose Confidential Information to any party to the Proceeding that is bound by the terms of a similar Confidentiality Agreement with Duke Energy Ohio; provided that such similar Confidentiality Agreement is applicable only to the Proceeding and, provided further, that, prior to such disclosure by the Recipient, the Recipient has received from Duke Energy Ohio written permission for the disclosure of Confidential Information to such other party to the Proceeding.

- 3) As described more fully in paragraph 6, below, the Recipient may disclose Confidential Information as ordered by the Commission or its personnel; provided, however, that the Recipient shall provide notice to Duke Energy Ohio that such an order has been received, at least three business days prior to disclosure, and, provided further, that the Recipient shall not disclose Confidential Information pursuant to such an order if Duke Energy Ohio has informed the Recipient that it has initiated an effort (through a formal filing or otherwise) to appeal that order or otherwise to petition the Commission or its personnel to change the order.
- b. Highly Confidential Information is disclosed by Duke Energy Ohio under this Agreement, for attorneys' eyes only. Disclosure of Highly Confidential Information is permitted only as follows:
- 1) The Recipient may not disclose Highly Confidential Information to any Representative other than legal counsel of record in the Proceeding, and may only do so provided such counsel (a) is informed by the Recipient and/or Duke Energy Ohio of the Highly Confidential nature of the Highly Confidential Information and the obligations of this Agreement and agrees to be bound by all the provisions hereof, including the obligation not to disclose the Highly Confidential Information other than as permitted herein, and (b) has executed a Nondisclosure Certificate in the form attached hereto and has returned a copy of such executed Nondisclosure Certificate to Duke Energy Ohio prior to obtaining access to Highly Confidential Information.
 - 2) The Recipient may also disclose Highly Confidential Information to legal counsel of record in the Proceeding, which legal counsel represents any party to the Proceeding that is bound by the terms of a similar Confidentiality Agreement with Duke Energy Ohio; provided that such similar Confidentiality Agreement is applicable only to the Proceeding and, provided further, that, prior to such disclosure by the Recipient, the Recipient has received from Duke Energy Ohio written permission for the disclosure of Highly Confidential Information to such legal counsel for such other party to the Proceeding.
 - 3) As described more fully in paragraph 6, below, the Recipient may disclose Highly Confidential Information as ordered by the Commission or its personnel; provided, however, that the Recipient shall provide at least three business days' prior notice to Duke Energy Ohio that such an order has been received and, provided further, that the Recipient shall not disclose Highly Confidential Information pursuant to such an order if

Duke Energy Ohio has informed the Recipient that it has initiated an effort (through a formal filing or otherwise) to appeal that order or otherwise to petition the Commission or its personnel to change the order.

5. Ownership

All Confidential Information and Highly Confidential Information shall remain the property of Duke Energy Ohio. No license or other rights under any patents, trademarks, copyrights, or other proprietary rights is granted or implied by this Agreement or the disclosure of the Confidential Information or Highly Confidential Information.

6. Limited Use of Confidential Information

The Recipient shall not reveal Confidential Information or Highly Confidential Information or otherwise disclose such information other than as expressly authorized in this Agreement and only for the purpose of the Proceeding.

- a. If the Recipient or any one or more of the Recipient's Representatives attempts to use the Confidential Information or Highly Confidential Information for any purpose other than this Proceeding, neither Recipient nor any of its Representatives shall oppose a motion by Duke Energy Ohio to strike such use or any other such motion deemed appropriate by counsel for Duke Energy Ohio and the Recipient shall be responsible for reimbursing Duke Energy Ohio for any and all costs that incurs in defending the Confidentiality of such Confidential Information or Highly Confidential Information. Similarly, if the Recipient is a party to a subsequent legal proceeding in any administrative agency or court (which subsequent proceeding is not included in the definition of the Proceeding) and another entity or person (that was also a party to the Proceeding and had executed a confidentiality agreement with Duke Energy Ohio with regard to the Proceeding) attempts to use Confidential Information or Highly Confidential Information in that subsequent proceeding, the Recipient agrees not to oppose any motion by Duke Energy Ohio to strike or otherwise prevent such unauthorized use of the Confidential Information or Highly Confidential Information.
- b. If the Recipient is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil or criminal investigative demands, regulatory requirements, or other similar processes) to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Recipient will provide Duke Energy Ohio notice, within three business days' of the receipt thereof, so that Duke Energy Ohio may determine whether to seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Recipient may furnish that portion (and only that portion) of the Confidential Information or

Highly Confidential Information that, in the written opinion of its counsel (reasonably acceptable to Duke Energy Ohio), the Recipient is legally compelled to disclose. In addition, the Recipient shall use reasonable efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information or Highly Confidential Information so disclosed.

7. Remedies

The Parties stipulate and agree that disclosure of such information without the protection of this Agreement would likely damage Duke Energy Ohio, such damage would likely be material, and the measure of such damage is difficult to quantify. Therefore, the Parties agree to the following remedies:

- a. The Parties agree that the damage shall be calculated at the greater of actual damages to Duke Energy Ohio or \$1,000,000. In addition, the Recipient breaching this Agreement shall be responsible for reimbursing Duke Energy Ohio for all costs of pursuing its legal and/or equitable remedies hereunder; including, but not limited to, attorneys' fees, court costs, and expert witnesses.
- b. Furthermore, the Parties stipulate and agree that monetary damages would not be an adequate remedy for a breach of this Agreement by the Recipient or any of its Representatives and that Duke Energy Ohio will suffer irreparable harm because of any such breach. Therefore, in addition to any legal remedies and any sanctions that may be imposed by the Commission for a violation of this Agreement, the Parties agree that Duke Energy Ohio may, without the requirement that it post a bond or other security, take any actions available at law or at equity for a breach of this Agreement. Duke Energy Ohio shall thus be entitled, in addition to any other remedies that might otherwise be available to it, to specific performance and injunctive or other equitable relief in the courts of Ohio or any other court of competent jurisdiction as a remedy for the commission or continuance of any such breach or anticipated breach.

8. Return and/or Destruction of Confidential Information or Highly Confidential Information

If any individual Representative of the Recipient ceases to be employed by the Recipient or otherwise engaged in the Proceeding, access to any Confidential Information will be terminated immediately and such individual shall (a) promptly return all Confidential Information and Highly Confidential Information in his or her possession to another Representative of the Recipient who has signed the Nondisclosure Certificate or, (2) if there is no

such other Representative of the Recipient, treat the Confidential Information and Highly Confidential Information as described below, as if the Proceeding had been concluded. Any person who has signed the Nondisclosure Certificate will continue to be bound by the provisions of this Agreement even if no longer employed by the Recipient or engaged in the Proceeding.

Confidential Information or Highly Confidential Information provided under the terms of this Agreement must be returned to Duke Energy Ohio or destroyed, as described in this section, under the following circumstances:

- a. The Recipient's intervention in the Proceeding is denied by the Commission or its personnel.
- b. The Recipient determines that it does not wish to continue its participation in the Proceeding and files a notice of such withdrawal.
- c. The Commission issues a final order in the Proceeding, assuming it is not appealed to the Ohio Supreme Court.
- d. If appealed to the Ohio Supreme Court, such Court issues its opinion, assuming it is not remanded to the Commission.
- e. If remanded to the Commission, the Commission issues a final order in the Proceeding.

In any of the above-listed circumstances, the Recipient shall, within 15 days from its receipt of notification from Duke Energy Ohio, either return to Duke Energy Ohio or destroy the Confidential Information and Highly Confidential Information, as instructed by Duke Energy Ohio in such notification. In that event, the Recipient shall promptly deliver to Duke Energy Ohio any Confidential Information and Highly Confidential Information furnished by Duke Energy Ohio, together with all copies and summaries thereof in the possession or under the control of the Recipient or its Representatives and shall destroy all materials generated by the Recipient or the Recipient's Representatives that include or refer to any part of the Confidential Information or Highly Confidential Information. One copy of the Confidential Information or Highly Confidential Information may be retained by the Recipient for record purposes only, but only if the Recipient is a governmental entity and such retention is mandated by law. If such a record is retained by the Recipient, it shall under no circumstances be used for any purpose other than the Proceeding. Furthermore, the terms of this Agreement shall remain in full force and effect after the final conclusion of the Proceeding, regardless of whether the Recipient retained a record copy of the Confidential Information or Highly Confidential Information or not.

The Recipient shall, within 15 days from its receipt of notification from Duke Energy Ohio to return to Duke Energy Ohio or destroy the Confidential Information and Highly Confidential Information, the Recipient shall also provide written, notarized and sworn certification of its compliance with this section.

9. Miscellaneous

a. Notices

Notices required or permitted by this Agreement shall be served by certified mail, return receipt requested, or reputable overnight courier service to the following addresses:

To Duke Energy Ohio: Amy B. Spiller, Deputy General Counsel
139 East Fourth Street, 1303-Main
Cincinnati, Ohio 45202

To Ohio Energy Group : Jody Kyler Cohn
Boehm, Kurtz & Lowery
36 W. Seventh Street, Suite 1510
Cincinnati, Ohio 45202

b. Authority

The undersigned individuals represent that they are authorized to sign this Agreement on behalf the respective Parties.

c. Entire Agreement, Severability, and Waiver

This Agreement constitutes the entire Agreement among the Parties with respect to the subject matter hereof, supersedes any prior understandings or representations among all of the Parties to this Agreement relating to the confidential treatment of the Confidential Information and Highly Confidential Information, and shall not be modified except by a written agreement signed by all Parties.

All provisions of this Agreement are severable and the unenforceability of any of the Provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

The failure of any Party to insist upon strict performance of any of the terms and conditions shall not be deemed to be a waiver of those or any other terms and conditions of this Agreement.

d. Assignability

This Agreement may not be assigned by any Party without the prior written consent of the other Party.

e. Governing Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio. Any action to enforce the terms of this Agreement shall be brought in a court located within Hamilton County, Ohio, and both Parties hereby consent to the jurisdiction of such court.

f. Counterparts and Facsimile or Electronic Signatures

This Agreement may be executed in counterparts and, in the absence of an original signature, faxed signatures (or signatures transmitted by other electronic media) will be considered the equivalent of an original signature.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by an appropriate officer or other person thereunto duly authorized, as of the date set forth at the beginning of this Agreement.

DUKE ENERGY OHIO, INC.

Amy B. Spiller, Deputy General Counsel
Elizabeth H. Watts, Associate General Counsel

OHIO ENERGY GROUP

Jody Kyler Cohn
Michael L. Kurtz
David L. Boehm
Boehm, Kurtz & Lowery

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)
Energy Ohio for Authority to Establish a)
Standard Service Offer Pursuant to)
Section 4928.143, Revised Code, in the) Case No. 14-841-EL-SSO
Form of an Electric Security Plan,)
Accounting Modifications and Tariffs for)
Generation Service.)

In the Matter of the Application of Duke)
Energy Ohio for Authority to Amend its) Case No. 14-842-EL-ATA
Certified Supplier Tariff, P.U.C.O. No.)
20.)

NONDISCLOSURE CERTIFICATE

I certify my understanding that Confidential Information or Highly Confidential Information may be provided to me, but only pursuant to the terms and restrictions of the Confidentiality Agreement executed on _____, and certify that I have been given a copy of and have read such Confidentiality Agreement, and that I agree to be bound by it (including the definitions therein of any terms in this certificate). I understand that the contents of Confidential Information or Highly Confidential Information, and any writings, memoranda, or any other form of information regarding or derived from Confidential Information or Highly Confidential Information, shall not be voluntarily disclosed to anyone other than in accordance with such Confidentiality Agreement. Furthermore, I understand that the Confidential Information and Highly Confidential Information shall only be used for purposes of the above-captioned Proceeding.

Name: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT D

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-841-EL-SSO
Authority To Establish A Standard Service Offer Pursuant To Section	:	
4928.143, Revised Code, In The Form Of An Electric Security Plan,	:	
Accounting Modifications And Tariffs For Generation Service	:	
	:	
In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-842-EL-ATA
Authority To Amend Its Certified Supplier Tariff, P.U.C.O. No. 20	:	

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into by and between Duke Energy Ohio, Inc. (“Duke” or “Company”) and _____ (“Intervenor”) (collectively, “the Parties”). This Agreement is designed to facilitate and expedite the exchange with Intervenor of information in the discovery process in this proceeding, as this “Proceeding” is defined herein. It reflects agreement between the Company and Intervenor as to the manner in which “Protected Materials,” as defined herein, are to be treated. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials or any resolution of the Company’s obligation to produce (including the manner of production) any requested information or material.

1. The purpose of this Agreement is to permit prompt access to and review of such Protected Materials in a controlled manner that will allow their use for the purposes of this Proceeding while protecting such data from disclosure to non-participants, without a prior ruling by an administrative agency of competent jurisdiction or court of competent jurisdiction regarding whether the information deserves protection.

2. “Proceeding” as used throughout this document means the above-captioned case(s), including any appeals, remands and other cases related thereto.

3. “Protected Materials” mean documents and information furnished on or after the date of this Agreement that are subject to the terms of this Agreement and so designated by the Company by conspicuously marking each document or written response as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” or by

counsel for the Company orally notifying Intervenor's counsel on the deposition record that a response to a question posed at a deposition is considered Protected Materials. Protected Materials do not include any information or documents contained in the public files of any state or federal administrative agency or court and do not include documents or information which at, or prior to, commencement of this Proceeding, is or was otherwise in the public domain, or which enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Company and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain.

4. "Fully Authorized Representative" means the following persons:

- A. Intervenor's legal counsel who is counsel of record for purposes of advancing Intervenor's interest in this Proceeding and who has executed a Non-Disclosure Certificate in the form of Attachment B (applicable to HIGHLY CONFIDENTIAL Protected Materials); and
- B. an employee of Intervenor who is involved in the Proceeding on behalf of Intervenor including any expert or employee of an expert retained by Intervenor to the Proceeding for the purpose of advising, preparing for, or testifying in this Proceeding and who has executed a Non-Disclosure Certificate in the form of Attachment B (applicable to HIGHLY CONFIDENTIAL Protected Materials).

5. "Limited Authorized Representative" means the following persons:

- A. an attorney who has made an appearance in this Proceeding for Intervenor or a person engaged in this Proceeding, who is employed by or under contract with a party who is a signatory to this Agreement *and* who has executed the Non-Disclosure Certificate in the form of Attachment A (applicable to CONFIDENTIAL Protected Materials);
- B. attorneys, paralegals and other employees who are associated for purposes of this case with an attorney described in Paragraph 5(A) *and* who have executed the attached Non-Disclosure Certificate in the form of Attachment A (applicable to CONFIDENTIAL Protected Materials); and
- C. an employee of Intervenor who is involved in the Proceedings on behalf of Intervenor, including any expert or employee of an expert retained by Intervenor to the Proceeding for the purpose of advising, preparing for or testifying in this Proceeding, *and* who has executed the attached Non-Disclosure Certificate in the form of Attachment A (applicable to CONFIDENTIAL Protected Materials).

6. Copies of all executed Non-Disclosure Certificates signed by Fully Authorized Representatives and Limited Authorized Representatives in this Proceeding shall be provided to counsel for the Company as soon as possible after the Certificates are executed.

7. Access to Protected Materials designated as “CONFIDENTIAL” is permitted to Fully Authorized Representatives and Limited Authorized Representatives who have executed the appropriate Non-Disclosure Certificate. Because some information in this Proceeding is the confidential trade secret and competitive information of parties who are not part of this Proceeding, notwithstanding other provisions of this Agreement to the contrary, Protected Materials designated as “HIGHLY CONFIDENTIAL” will be **strictly** limited to Fully Authorized Representatives. Counsel for Intervenor will ensure that individuals who are not Fully Authorized Representatives are not permitted to access HIGHLY CONFIDENTIAL materials. Intervenor, its Counsel, Fully Authorized Representatives and Limited Authorized Representatives must treat all Protected Materials (no matter how designated), copies thereof, information contained therein, and writings made therefrom (including, without limitation, Protected Materials comprised of portions of transcripts) as proprietary and confidential, and will safeguard such Protected Materials, copies thereof, information contained therein, and writings made therefrom so as to prevent voluntary, inadvertent, or accidental disclosure to any persons other than Intervenor’s counsel and those persons authorized to have access to the Protected Materials as set forth in this Agreement.

8. Nothing in this Agreement precludes the use of any portion of the Protected Materials that becomes part of the public record or enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Company and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain. Nothing in this Agreement precludes Intervenor from using any part of the Protected Materials in this Proceeding in a manner not inconsistent with this Agreement, such as by filing Protected Materials under seal.

9. If any Intervenor counsel, Fully Authorized Representative or Limited Authorized Representative ceases to be engaged in this Proceeding, access to any Protected Materials by such person will be terminated immediately and such person must promptly return Protected Materials in his or her possession to a counsel of Intervenor who is a Fully Authorized Representative, and if there is no such counsel of Intervenor who is a Fully Authorized Representative, such person must treat such Protected Materials in the manner set forth in Paragraph 16 hereof as if this Proceeding herein had been concluded. Any person who has signed either form of the

foregoing Non-Disclosure Certificates will continue to be bound by the provisions of this Agreement even if no longer so engaged.

10. Intervenor, its counsel, Fully Authorized Representatives and Limited Authorized Representatives are prohibited from disclosing Protected Materials to another party or that party's authorized representatives, provided however, (i) Intervenor's counsel may disclose Protected Materials to employees or persons working for or representing the Public Utilities Commission of Ohio in connection with this Proceeding, (ii) for Protected Materials identified as CONFIDENTIAL, Intervenor's counsel may disclose Protected Materials or writings regarding their contents to any individual or entity that is in possession of said Protected Materials or to any individual or entity that is bound by a Protective Agreement or Order with respect to the Protected Materials and has signed a Non-Disclosure Certificate applicable to materials designated as CONFIDENTIAL, and (iii) for Protected Materials identified as HIGHLY CONFIDENTIAL," Intervenor's counsel may disclose such materials to another party's counsel as long as Intervenor's Counsel has executed the **appropriate** Non-Disclosure Certificate and the receiving party's counsel (a) represents a party that has signed a protective agreement with the Company and (b) has signed a Non-Disclosure Certificate applicable to materials designated as HIGHLY CONFIDENTIAL. Protected Materials, designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and provided to Intervenor by another party or its counsel shall be treated by Intervenor, its counsel, Fully Authorized Representatives and Limited Authorized Representatives as being provided by the Company and all terms of this Protective Agreement shall apply to the treatment of such materials.

11. Intervenor may file Protected Materials under seal in this Proceeding whether or not Intervenor seeks a ruling that the Protected Materials should be in the public domain. If Intervenor desires to include, utilize, refer, or copy any Protected Materials in such a manner, other than in a manner provided for herein, that might require disclosure of such material, then Intervenor must first give notice (as provided in Paragraph 15) to the Company, specifically identifying each of the Protected Materials that could be disclosed in the public domain. The Company will have five (5) business days after service of Intervenor's notice to file, with an administrative agency of competent jurisdiction or court of competent jurisdiction, a motion and affidavits with respect to each of the identified Protected Materials demonstrating the reasons for maintaining the confidentiality of the Protected Materials. The affidavits for the motion must set forth facts delineating that the documents or information

designated as Protected Materials have been maintained in a confidential manner and the precise nature and justification for the injury that would result from the disclosure of such information. If the Company does not file such a motion within five (5) business days of Intervenor's service of the notice, then the Protected Materials will be deemed non-confidential and not subject to this Agreement.

12. The Parties agree to seek *in camera* proceedings by the administrative agency of competent jurisdiction or court of competent jurisdiction for arguments or for the examination of a witness that would disclose Protected Materials. Such *in camera* proceedings will be open only to the Parties, their counsel who are either a signatory to this Agreement or who have executed a Non-Disclosure Certification prior to any access, any other person who would otherwise be permitted to have access to the Protected Materials under the terms of Paragraph 7, and others authorized by the administrative agency or court to be present; however, characterizations of the Protected Materials that do not disclose the Protected Materials may be used in public.

13. Any portions of the Protected Materials that the administrative agency of competent jurisdiction or court of competent jurisdiction has deemed to be protected and that is filed in this Proceeding will be filed in sealed confidential envelopes or other appropriate containers sealed from the public record.

14. It is expressly understood that upon a filing made in accordance with Paragraph 11 of this Agreement, the burden will be upon the Company to show that any materials labeled as Protected Materials pursuant to this Agreement are confidential and deserving of protection from disclosure.

15. All notices referenced in Paragraph 11 must be served by the Parties on each other by one of the following methods: (1) sending the notice to such counsel of record herein via e-mail; (2) hand-delivering the notice to such counsel in person at any location; or (3) sending the notice by an overnight delivery service to such counsel.

16. Once Intervenor has complied with its records retention schedule(s) pertaining to the retention of the Protected Materials and Intervenor determines that it has no further legal obligation to retain the Protected Materials and this Proceeding (including all appeals and remands) is concluded, Intervenor must return or dispose of all copies of the Protected Materials unless the Protected Materials have been released to the public domain or filed with a state or federal administrative agency or court under seal. Intervenor may keep one copy of each

document designated as Protected Material that was filed under seal and one copy of all testimony, cross-examination, transcripts, briefs and work product pertaining to such information and will maintain that copy as provided in this Agreement.

17. By entering into this Protective Agreement, Intervenor does not waive any right that it may have to dispute the Company's determination regarding any material identified as confidential by the Company and to pursue those remedies that may be available to Intervenor before an administrative agency or court of competent jurisdiction. Nothing in this Agreement precludes Intervenor from filing a motion to compel.

18. By entering into this Protective Agreement, the Company does not waive any right it may have to object to the discovery of confidential material on grounds other than confidentiality and to pursue those remedies that may be available to the Company before the administrative agency of competent jurisdiction or court of competent jurisdiction.

19. Inadvertent production of any document or information during discovery without a designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" will not be deemed to waive the Company's claim to its confidential nature or estop the Company from designating the document or information at a later date. Disclosure of the document or information by Intervenor prior to such later designation shall not be deemed a violation of this Agreement and Intervenor bears no responsibility or liability for any such disclosure. Intervenor does not waive its right to challenge the Company's delayed claim or designation of the inadvertent production of any document or information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

20. This Agreement represents the entire understanding of the Parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement is valid, unless in writing signed by both Parties.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

DUKE ENERGY OHIO, INC.

(INTERVENOR) _____

BY:

BY:

Counsel

Counsel

Date

Date

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-841-EL-SSO
Authority To Establish A Standard Service Offer Pursuant To Section	:	
4928.143, Revised Code, In The Form Of An Electric Security Plan,	:	
Accounting Modifications And Tariffs For Generation Service	:	

In The Matter Of The Application Of Duke Energy Ohio, Inc. For	:	Case No. 14-842-EL-ATA
Authority To Amend Its Certified Supplier Tariff, P.U.C.O. No. 20	:	

**NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS**

I certify my understanding that Protected Materials may be provided to me pursuant to the terms and restrictions of the Protective Agreement, last executed _____ 2014, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from protected materials will not be disclosed to anyone other than in accordance with the Protective Agreement and will be used only for the purposes of this Proceeding as defined in Paragraph 2 of the Protective Agreement.

Name: _____

Company: _____

Address: _____

Telephone: _____

Date: _____

In The Matter Of The Application Of Duke Energy Ohio, Inc. For Authority To Amend Its Certified Supplier Tariff, P.U.C.O. No. 20 : **Case No. 14-842-EL-ATA**

I certify my understanding that access to **HIGHLY CONFIDENTIAL** Protected Materials may be provided to me pursuant to the terms and restrictions of the Protective Agreement, last executed _____ 2014, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from protected materials will not be disclosed to anyone other than in accordance with the Protective Agreement and will be used only for the purposes of this Proceeding as defined in Paragraph 2 of the Protective Agreement.

Date: _____

CERTIFICATE OF SERVICE

I hereby certify that true copy of the foregoing was served by electronic mail (when available) or ordinary mail, unless otherwise noted, this 13th day of June, 2014 to the following:



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Michael L. Kurtz, Esq.
Jody Kyler Cohn, Esq.

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in

Case No(s). 14-0841-EL-SSO, 14-0842-EL-ATA

Summary: Motion Ohio Energy Group's (OEG) Motion to Establish Protective Agreement and Memorandum in Support electronically filed by Mr. Michael L. Kurtz on behalf of Ohio Energy Group