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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaints of S.G.)
Foods, Inc.; Miles Management Corp.,)
et al.; Allianz US Global Risk Insurance)
Company, et al.; and Lexington Insurance)
Company, et al.,)

Complainants,)

v.)

The Cleveland Electric Illuminating)
Company, Ohio Edison Company,)
Toledo Edison Company, and)
American Transmission Systems, Inc.)

Respondents.)

Case Nos. 04-28-EL-CSS
05-803-EL-CSS
05-1011-EL-CSS
05-1012-EL-CSS

JOINT MOTION FOR STIPULATED PROTECTIVE ORDER

Respondents American Transmission Systems, Inc. ("ATSI"), Ohio Edison Company ("Ohio Edison"), The Cleveland Electric Illuminating Company ("CEI"), and Toledo Edison Company ("Toledo Edison") (collectively, "Respondents") and Complainants in Case Nos. 05-1011 and 05-1012 respectfully move the Commission to enter the proposed Stipulated Protective Order, a copy of which is attached to this Motion. The parties have agreed to the proposed Protective Order in an effort to facilitate the discovery of certain trade secrets and critical energy infrastructure information ("CEII"). Accordingly, the Commission should grant this motion.

May 7, 2007

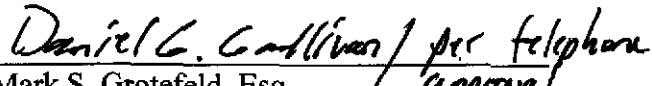
Respectfully submitted,



David A. Kutik (Trial Counsel)
Lisa B. Gates
Meggan A. Rawlin
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: 216-586-3939
Facsimile: 216-579-0212
E-mail: dakutik@jonesday.com
mrawlin@jonesday.com

Mark A. Whitt
JONES DAY
Mailing Address:
P.O. Box 165017
Columbus, Ohio 43216-5017
Street Address:
325 John H. McConnell Blvd., Suite 600
Columbus, Ohio 43215-2673
Telephone: 614-469-3939
Facsimile: 614-461-4198
E-mail: mawhitt@jonesday.com

Attorneys for Respondents

 *per telephone approval*
Mark S. Grotefeld, Esq.
Daniel G. Galivan, Esq.
Alyssa J. Endelman, Esq.
Christina L. Weeks, Esq.
GROTEFELD & DENENBERG, LLC
105 West Adams Street, Suite 2300
Chicago, IL 60603
Phone: 216-696-1422
Fax: 216-696-1210

Leslie E. Wargo, Esq.
MCCARTHY, LEBIT, CRYSTAL &
LIFFMAN CO., L.P.A.
101 West Prospect Avenue

1800 Midland Building
Cleveland, OH 44115
Phone: 216-696-1422
Fax: 216-696-1210

Attorneys for Complainants
Allianz Global Risks U.S. Ins. Co., *et al.*, and
Lexington Insurance Company, *et al.*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Joint Motion for Stipulated Protective Order was mailed by ordinary U.S. mail to the following this 7th day of May, 2007.

Edward F. Siegel, Esq.
27600 Chagrin Boulevard, Suite 340
Cleveland, OH 44122

Francis E. Sweeney, Jr. Esq.
323 Lakeside Avenue, Suite 450
Cleveland, OH 44113

Paul W. Flowers, Esq.
Paul W. Flowers Co., L.P.A.
Terminal Tower, 35th Floor
50 Public Square, Suite 3500
Cleveland, OH 44113

Daniel G. Galivan, Esq.
Grotefeld & Denenberg, LLC
105 West Adams Street, Suite 2300
Chicago, IL 60603

W. Craig Bashein, Esq.
Bashein & Bashein Co., L.P.A.
Terminal Tower, 35th Floor
50 Public Square, Suite 3500
Cleveland, OH 44113

Joel Levin, Esq.
Aparesh Paul, Esq.
Levin & Associates Co., L.P.A.
The Tower at Erievew, Suite 1100
1301 East Ninth Street
Cleveland, OH 44114

Christina L. Pawlowski, Esq.
Alyssa J. Endelman, Esq.
Grotefeld & Denenberg, LLC
21 E. Long Lake Road, Suite 200
Bloomfield Hills, MI 48304

Leslie E. Wargo, Esq.
McCarthy, Lebit, Crystal
& Liffman Co., L.P.A.
101 West Prospect Avenue
1800 Midland Building
Cleveland, OH 44115



Mark A. Whitt
An Attorney for Respondents

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In the Matter of the Complaints of S.G.)	
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et al.; Allianz US Global Risk Insurance)	
Company, et al.; and Lexington Insurance)	
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)	05-803-EL-CSS
v.)	05-1011-EL-CSS
)	05-1012-EL-CSS
The Cleveland Electric Illuminating)	
Company, Ohio Edison Company,)	
Toledo Edison Company, and)	
American Transmission Systems, Inc.)	
)	
)	
Respondents.)	

STIPULATED PROTECTIVE ORDER

IT IS HEREBY ORDERED as follows:

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to these actions relating to trade secrets, confidential research, development, technology or other proprietary information and/or critical energy infrastructure information ("CEII") defined pursuant to 18 C.F.R. § 388.113, *et seq.* (collectively, "Confidential Material").

THEREFORE, an Order protecting such confidential information shall be and hereby is made by this Commission on the following terms:

1. This Order shall govern the use, handling and disclosure of all documents, testimony or information produced or given in these actions which are designated to be subject to this Order in accordance with the terms hereof.

2. If any party or non-party producing or filing documents or other materials in these actions believes in good faith and with a reasonable basis that any written, recorded, or graphic material, tangible items, or any other form of information that it produces in these actions pursuant to pretrial discovery, Commission order, or agreement of the parties contains Confidential Material, it may designate such material as confidential by: (1) stamping the word "Confidential" on each page of the document; (2) by identifying with specificity and in writing addressed to counsel for all parties the information believed to be Confidential Material; (3) by any other means provided for in this Stipulated Protective Order; or (4) by other reasonable method as agreed to by the parties.

3. Material designated as Confidential Material and all writings, including court papers, that quote from, summarize, analyze, or comment on any such material (which writings shall be treated as Confidential Material), regardless of the preparer of such writings, shall be treated as confidential as set forth in this Stipulated Protective Order and used solely for the prosecution or defense of these proceedings, cases 04-28-EL-CSS, 05-803-EL-CSS, 05-1011-EL-CSS, and 05-1012-EL-CSS (including any appeals, retrials, and any subsequent judicial proceedings arising from these cases). For purposes of this Order, "writings" includes all hard copy and electronically stored information. This Order shall not preclude the exercise of any *statutory or common law privileges or objections, all of which are preserved and may be asserted* by any party irrespective of the provisions of this Order. "Confidential Material" includes only those items in which the Supplying Party has an ownership interest. Documents and other items or information shall not be considered "confidential" to the Supplying Party to the extent that the Supplying Party received them from other companies or entities, with the exception of items protected by attorney-client privilege or work product doctrine. Additionally, "Confidential

Material" shall include only material that would be a "trade secret" pursuant to Ohio Revised Code §1333.61(D)(1) and (2), or CEII pursuant to 18 C.F.R. § 388.113, *et seq.* "Confidential Material" shall not include any information or documents contained in the public files of an administrative agency or court or otherwise in the public domain.

4. All depositions, including any document marked as an exhibit or otherwise appended to the deposition, shall be treated as confidential to the Supplying Party under the terms of this Stipulated Protective Order if designated as "confidential" at any time during a deposition or within five days after receipt of a deposition transcript. By the end of the five-day period, the party making such a designation will indicate the pages or sections of the transcript that are to be treated as confidential in order for the "confidential" designation of any part of the transcript to continue to apply thereafter. During the five-day period, all transcripts and the information contained in the transcripts will be deemed to be confidential to the Supplying Party in their entirety under the terms of this Order. The party taking the deposition shall retain the original transcript until such time as the filing of the transcript is required by the Attorney Examiner or the Commission or desired by a party. At such time, the confidential portions of the transcript shall be bound and filed under seal with the Commission.

5. Except as otherwise specifically set forth in this Stipulated Protective Order, no Confidential Material may be disclosed to any person except the following:

- (i) counsel of record, other counsel for the parties, counsel's employees, and others assisting counsel for the parties who require the Confidential Material for their work in connection with these proceedings;
- (ii) parties to these cases, including members of any association parties, and such officers, directors, trustees, partners, and employees of the parties and/or their members as counsel, in good faith, determines are necessary to provide assistance in the conduct of these cases;

- (iii) pursuant to paragraph 6, *infra.*, experts and consultants retained for the purpose of assisting counsel for the parties in connection with these proceedings and who require the Confidential Material, and such experts' and consultants' employees, to the extent reasonably necessary to perform their duties in connection with these proceedings;
- (iv) Commissioners, Attorney Examiners, Legal Directors, court reporters, and stenographic or video reporters;
- (v) employees of outside copy services used to make copies of discovery materials;
- (vi) witnesses during their depositions in these cases or during their appearance at any hearing in these cases; and
- (vii) any other person as to whom the Supplying Party agrees in writing (or as provided for in paragraph 12 of this Stipulated Protective Order).

6. Before making disclosure of Confidential Material to outside experts or consultants, counsel for the party must obtain an acknowledgment, in the form attached, from such person reciting that he or she has read a copy of this Stipulated Protective Order, a copy of which shall be appended to the acknowledgment, and agrees to be bound, personally and on behalf of his or her employer or firm, by its provisions, including, without limitation, that he or she will not use the Confidential Material for any purpose other than this litigation and will return, at the earlier of the end of his or her involvement in the litigation or the conclusion (which term shall include all appeals and/or retrials and the periods during which such appeals or retrials may be sought, and any subsequent judicial proceedings arising out of these cases) of the litigation, all Confidential Material that has been provided to him or her and all copies of the Confidential Material, to the counsel from whom the expert or consultant has received the Confidential Material. Counsel and each person who received Confidential Material must certify to the attorney from whom the person received the Confidential Material that all writings, other than court papers, that quote from, summarize, analyze, or comment on any Confidential Material have been destroyed. A party receiving Confidential Material shall provide the

Supplying Party certification by its attorney of record that the acknowledgment has been signed by its outside experts or consultants prior to making disclosure of the Confidential Material to such persons. In addition, copies of the acknowledgment signed by such persons shall be provided after the conclusion of these proceedings. Such persons shall not make any copies of Confidential Material except as is necessary to their participation in the litigation.

7. The parties shall maintain a list that shows the name of each person to whom any Confidential Material or information contained therein is provided, the person's employer or the name of the person's firm and the date it was provided. The list shall be available to counsel for the Supplying Party of the Confidential Material upon request.

8. Before any party may use documents from its own files in these proceedings that also have been designated as confidential under this Stipulated Protective Order by another party, the party seeking to make use of the Confidential Material shall make reasonable efforts to give the Supplying Party of the Confidential Material five business days notice to enable the Supplying Party to invoke the protection of Rule 490 1-1-27(B)(7)(e) of the Ohio Administrative Code.

9. Each party agrees that when filing with the Commission any paper (including, without limitation, motions, testimony, exhibits, affidavits, memoranda, interrogatory answers, or depositions) that discloses directly or indirectly any Confidential Material, such paper shall be filed only in a sealed envelope on which shall be endorsed the caption of these actions and a statement substantially in the following form:

CONFIDENTIAL

This envelope contains documents that are subject to a Stipulated Protective Order in these actions governing the use of Confidential Material. The envelope should not be opened or the contents

disclosed or revealed except by order of the Attorney Examiner, Commission, or Legal Director.

Prior to attempting to disclose or offer any Confidential Material into the record of this proceeding at hearing, the party offering the Confidential Material shall provide the Supplying Party sufficient time to invoke the protection of Rule 4901 1-27(B)(7)(e) of the Ohio Administrative Code. The Supplying Party may then seek an order from the Commission that the Confidential Material in question be entered into the record under seal (or not at all). Any such Confidential Material shall continue to be treated as confidential pending a ruling on the Supplying Party's request.

10. No party shall be obligated to challenge the propriety of the designation of any Confidential Material, and a failure to do so shall not preclude any subsequent objection to such designation or any motion to seek permission to disclose such Confidential Material to persons not referred to in paragraph 5 of this Stipulated Protective Order, or from otherwise modifying the provisions of this Stipulated Protective Order.

11. Any party may at any time notify the other party, or, if applicable, a nonparty, in writing, or in the case of a deposition, either on the record of a deposition or in writing later, of its objection to the designation of any material as "Confidential." In that event, the challenging party and the Supplying Party shall attempt to resolve any challenges in good faith on an expedited and informal basis. If the challenge cannot be expeditiously and informally resolved, either the Supplying Party or challenging party may, on five business days notice, apply for an appropriate ruling from the Attorney Examiner assigned to this matter. The material in issue shall continue to be treated as designated "Confidential" until the Attorney Examiner orders otherwise. In any such application concerning a ruling on confidentiality, the party challenging

the designation of confidentiality has the burden of establishing that such confidential treatment is improper, but the Supplying Party must provide a written basis for designating the material in question as confidential.

12. If counsel for a party receiving Confidential Material desires to disclose it to any person other than those referred to in paragraph 5, such counsel shall give written notice to counsel for the Supplying Party at least five business days in advance of such planned disclosure. Such written notice shall specify the information counsel wishes to disclose and the identity of each person or categories of persons to whom such disclosure is sought to be made. In that event, the parties shall attempt to resolve the request in good faith on an expedited and informal basis. If the request cannot be expeditiously and informally resolved, the requesting party, with five business days notice, may move for an order of the Commission permitting the disclosure of such material to such person. The Confidential Material shall not be disclosed unless and until the Commission finds that it is not confidential or orders that its disclosure to any such person is permissible.

13. Any party receiving Confidential Material shall take all reasonable precautions to ensure that Confidential Material, including computations, handwritten notes, and any other analysis made from Confidential Material, is not viewed or taken by any other person, except as provided in this Order.

14. Inadvertent production of any document or information during discovery without a designation as "Confidential" will not be deemed to waive a party's claim to its confidential nature or estop the party from designating the document or information as "Confidential" at a later date. Disclosure of the document or information by the other party prior to such later designation shall not be deemed a violation of the provisions of this Stipulated Protective Order.

15. Throughout, and after the conclusion of, this litigation, including any appeals, the restrictions on communication and disclosure provided for in this Stipulated Protective Order shall continue to be binding on the parties and all other persons to whom Confidential Material has been communicated or disclosed pursuant to the provisions of this Stipulated Protective Order or any other order of the Commission or applicable court.

16. Nothing in this Stipulated Protective Order shall prevent or otherwise restrict counsel from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of documents stamped "Confidential". Nothing in this Order shall prejudice in any way the rights of a party: (a) to seek a determination of the Commission that particular discovery materials should be produced; (b) to attempt to introduce into evidence Confidential Material, subject to any and all objections thereto; or (c) to seek a modification of this Order.

17. Within sixty days after the final termination of these actions (including any appeals, retrials and/or any subsequent judicial proceedings arising from these cases), each party, on the request of the other party, shall return to the Supplying Party all remaining copies of Confidential Material (including such Confidential Material disclosed to third persons) obtained from the Supplying Party and any copies thereof, and each party's counsel shall certify, in writing, that counsel has made a good faith effort to destroy or return all writings, other than court papers, that quote from, summarize, analyze, or comment on any Confidential Material. The obligation to return and/or destroy documents containing Confidential Material as outlined in this paragraph shall not apply to attorney notes, other attorney work product or items protected by the attorney client privilege.

18. Nothing in this Stipulated Protective Order shall be construed to preclude a party who has received Confidential Material pursuant to this Order from producing such Confidential Material in response to a valid subpoena or court order issued by a court or agency of competent jurisdiction in connection with any other action. However, the party who has designated the material as confidential (i.e., the Supplying Party) will be notified that the other party intends to release said Confidential Material, either five days prior to the release of the information or, if the giving of five days' notice is not possible, then as soon as possible after the receipt of the subpoena or court order.

19. By entering into this Stipulated Protective Order, the parties do not waive any right they may have to object to the discovery of Confidential Material on other grounds and to pursue those remedies that may be available to the parties before the Commission.

April __, 2007

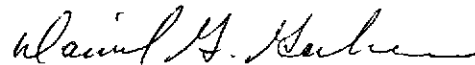
Respectfully submitted,



David A. Kutik (Trial Counsel)
Meggan A. Rawlin
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: 216-586-3939
Facsimile: 216-579-0212
E-mail: dakutik@jonesday.com
mrawlin@jonesday.com

Mark A. Whitt
JONES DAY
Mailing Address:
P.O. Box 165017
Columbus, Ohio 43216-5017
Street Address:
325 John H. McConnell Blvd., Suite 600
Columbus, Ohio 43215-2673
Telephone: 614-469-3939
Facsimile: 614-461-4198
E-mail: mawhitt@jonesday.com

Attorneys for Respondents



Mark S. Grotefeld, Esq.
Daniel G. Galivan, Esq.
Christina L. Weeks, Esq.
GROTEFELD & DENENBERG, LLC
105 West Adams Street, Suite 2300
Chicago, IL 60603
Phone: 216-696-1422
Fax: 216-696-1210

Leslie E. Wargo, Esq.
MCCARTHY, LEBIT, CRYSTAL &
LIFFMAN CO., L.P.A.
101 West Prospect Avenue
1800 Midland Building
Cleveland, OH 44115

Phone: 216-696-1422

Fax: 216-696-1210

Attorneys for Complainants
Allianz Global Risks U.S. Ins. Co., *et al.*, and
Lexington Insurance Company, *et al.*

Edward F. Siegel, Esq.
5910 Landerbrook Drive, Suite 200
Cleveland, OH 44124

Attorney for Complainants
S.G. Foods, Inc., *et al.*

Joel Levin, Esq.
Aparesh Paul, Esq.
LEVIN & ASSOCIATES CO., L.P.A.
The Tower at Erievue, Suite 1100
1301 East Ninth Street
Cleveland, OH 44114
Phone: 216-928-0600
Fax: 216-928-0016

W. Craig Bashein, Esq.
BASHEIN & BASHEIN CO., L.P.A.
35th Floor
Terminal Tower
50 Public Square
Cleveland, Ohio 44113
Phone: 216-771-3239
Fax: 216-781-5876

Paul W. Flowers, Esq.
PAUL W. FLOWERS CO., LPA
Terminal Tower, Suite 3500
50 Public Square
Cleveland, OH 44113
Phone: 216-334-9393
Fax: 214-344-9395

Francis E. Sweeney, Jr. Esq.
323 Lakeside Avenue, Suite 450
Cleveland, OH 44113
Phone: 216-928-9288
Fax: 216-928-9289

Attorneys for Complainants
Miles Management Corp., *et al.*