

BEFORE THE
ARKANSAS PUBLIC SERVICE COMMISSION

ENTERGY ARKANSAS, LLC,)	
Complainant)	
)	
v.)	DOCKET NO. 21-082-C
)	
CITY OF MAUMELLE, ARKANSAS;)	
MAYOR CALEB NORRIS IN HIS OFFICIAL)	
CAPACITY; MAUMELLE CITY COUNCIL)	
AND ITS MEMBERS IN THEIR OFFICIAL)	
CAPACITIES; STEVE MOSLEY, KEN)	
SAUNDERS, R.J. MAZZONI, CHAD)	
GARDNER, TERRY WILLIAMS, MICHAEL)	
TIERNEY, DOUG SHINN, AND JESS HOLT)	
Respondents)	

MOTION FOR PROTECTIVE ORDER
OF NON-DISCLOSURE

COMES NOW Entergy Arkansas, LLC (“EAL” or the “Company”), and for its Motion for Protective Order of Non-Disclosure states:

1. This Motion is made pursuant to Ark. Code Ann. § 23-2-316 and Rule 4.04 of the Rules of Practice and Procedure (“RPP”) of the Arkansas Public Service Commission (“APSC” or the “Commission”).

2. On July 13, 2021, EAL filed a complaint against the City of Maumelle, Arkansas (the "City"), Mayor Caleb Norris in his official capacity, and the Maumelle City Council and its members in their official capacities (Steve Mosley, Ken Saunders, R.J. Mazzoni, Chad Gardner, Terry Williams, Michael Tierney, Doug Shinn, And Jess Holt) appealing two resolutions adopted by the City Council. The Company has identified one discovery response to date that contains confidential information, and EAL anticipates that its future briefs, testimony, exhibits, and work papers may contain confidential, proprietary and competitively sensitive information that the Company believes, if publicly disclosed, would cause competitive injury to the Company and its customers and vendors and/or violate the terms of agreements between the Company and third parties. Similarly, the Company received data requests propounded by Respondents in the above-captioned proceeding and already has identified at least one response that contains confidential information, and EAL expects that future responses also may contain confidential or highly sensitive data that the Company believes, if publicly disclosed, would lead to the same type of competitive injury or contract violations. In addition, the Company anticipates that the Commission itself may request additional information of a highly sensitive nature. Thus, EAL makes this request, consistent with Rule 4.04 of the Commission's Rules of Practice and Procedure, to ensure that disclosure of confidential, proprietary and competitively sensitive information in this proceeding does not hamper its ability to operate its business in an economic and competitive manner or breach any of its contractual duties and obligations.

3. EAL makes this request to facilitate the expeditious provision of information that is or may be necessary to support its reporting and to ensure that public disclosure of confidential, proprietary and competitively sensitive information does not hamper its ability to operate its business in an economic and competitive manner, to protect its customers' information and to avoid placing the Company in violation of contractual duties and obligations.

4. The Company has so far identified the following categories of information, hereinafter referred to as "Protected Information," that should be protected on an interim basis under Ark. Code Ann. § 23-2-316 and Rule 4.04:

- A. Information or documents related to supply or sales forecasts, demand forecasts, pricing forecasts and similar information, as well as any projections of the capacity or energy costs to the Company' customers;
- B. Information or documents containing the names of individual customers (or from which individual customers could readily be identified), the terms of individual contracts, individual usage or individual prices, or other individual material terms associated with EAL's business with those customers or the Company's own forecasts or projections of the capacity or energy costs to its customers;
- C. Analyses related to the contracts or agreements between EAL and a counter-party, the supplier, or any affiliate thereof, or other customer;

- D. All Computer software, files or other similar information, to the extent that they contain any information or data described above or represent a proprietary product for which disclosure by the Company to a third party is constrained by contract;
- E. All current financial and financing information (including, but not limited to balance sheets, financial statements, operating statements, lending facilities and credit lines) prior to its public disclosure, where appropriate, if the disclosure of the information could cause EAL or its suppliers or vendors to suffer damage to its competitive or financial position or cause it to be in violation of any financial or loan agreement covenant, or any state or federal law or regulatory provision;
- F. Information or documents reflecting or relating to operating budgets, actual budgets, original budgets, or revised budgets for prospective or projected time periods (not historical), supply or sales forecasts, demand forecasts and similar information including highly sensitive financial forecasts previously submitted under confidentiality agreements or orders to any and all financial ratings services;
- G. Information or documents relating to planning and strategic business decisions, marketing or operational plans, benchmarking or other studies, or presentations; market evaluations and program plans; plans for issuance of securities or other sources of funding and similar documents;
- H. Competitively sensitive negotiated contract prices and terms including, but not limited to, contracts containing explicit confidentiality provisions;

- I. Documents or other information designated as Confidential or Highly Sensitive Protected Information (“HSPI”) in other dockets or proceedings;
- J. Reports, workpapers, and documents of internal or external auditors, which contain (or to the extent they contain) information concerning controls of the Company, any information described therein, or any other non-public information or which otherwise would reflect the Company’s operations in a manner which would reveal competitively sensitive information; and
- K. Any information related to Homeland Security concerns or issues or any similar information that is deemed sensitive for reasons of national security or homeland security, including but not limited to, information deemed to be Critical Energy Infrastructure Information by the Federal Energy Regulatory Commission (“FERC”) or reflecting the location of key facilities, which are critical to the Company’s ability to deliver electricity for its customers.

5. The Protected Information includes or might include certain proprietary and sensitive information pertaining to competitive or financial matters or trade secrets. The release of the Protected Information would cause EAL to suffer material damage to its competitive and financial position, would reveal proprietary facts and trade secrets, and would impair the public interest due to the effect that this disclosure would have on the Company’s costs and future operations. Therefore, the Company does not consent to its public release.

6. The information identified above also contains information for which EAL requests HSPI status. The categories identified above that EAL believes may contain information that is highly sensitive include, information or documents, including but not limited to the following: information or documents related to supply or sales forecasts, demand forecasts, pricing forecasts and similar information, as well as any projections of the capacity or energy costs to the Company' customers; information or documents containing the names of individual customers (or from which individual customers could readily be identified) the terms of individual contracts, individual usage or individual prices or other individual material terms associated with EAL's business with those customers or the Company's own forecasts or projections of the capacity or energy costs to its customers; contracts or agreements between EAL and a counterparty, the supplier, or any affiliate thereof, or customer; all computer software, files, or other similar information, to the extent that they contain any information or data described above or represent a proprietary product for which disclosure by the Company to a third party is constrained by contract; all current financial and financing information (including, but not limited to balance sheets, financial statements, operating statements, lending facilities and credit lines) prior to its public disclosure, where appropriate, if the disclosure of the information could cause EAL, or its supplier or vendors, to suffer damage to its competitive or financial position or cause it to be in violation of any financial or loan agreement covenant, or any state or federal law or regulatory provision; information or documents reflecting or relating to operating budgets, actual budgets, original budgets, or revised budgets for prospective or projected time periods (not historical), supply or sales forecasts, demand forecasts

and similar information including highly sensitive financial forecasts previously submitted under confidentiality agreements or orders to any and all financial ratings services; information or documents relating to planning and strategic business decisions, marketing or operational plans, benchmarking or other studies, or presentations; competitively sensitive negotiated contract prices and terms including, but not limited to, contracts containing explicit confidentiality provisions; documents or other information designated as Confidential or HSPI in other dockets or proceedings; reports, workpapers, and documents of internal or external auditors, which contain (or to the extent they contain) information concerning controls of the Company, any information described therein, or any other non-public information or which otherwise would reflect the Company's operations in a manner, which would reveal competitively sensitive information; and any information related to Homeland Security concerns or issues or any similar information that is deemed sensitive for reasons of national security or homeland security, including but not limited to, information deemed to be Critical Energy Infrastructure Information by the FERC or reflecting the location of key facilities, which are critical to the Company's ability to deliver electricity for its customers.

The release of such information to EAL's competitors would result in competitive damage to EAL or its vendors and, ultimately, to Arkansas retail ratepayers. EAL requests HSPI status where the Protected Information meets the Commission's standard definition of HSPI, as follows:

Highly Sensitive Protected Information is defined as: Documents or information that are commercially sensitive in a competitive electric

energy market that if improperly disclosed would expose the Company to an unreasonable risk of harm, including but not limited to: (1) customer-specific information; (2) contractual information pertaining to contracts that specify that their terms are confidential or which are confidential pursuant to an order entered in litigation to which the Company is a party; (3) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (4) business operations or financial, cost or modeling information.

The release of the Protected Information would cause EAL or its suppliers or vendors to suffer material damage to its competitive and financial position, would reveal proprietary facts and trade secrets and would impair the public interest due to the effect that this disclosure would have on the Company's costs and future operations. See Affidavit of J. David Palmer, EAL Director of Regulatory Affairs attached hereto as EAL Exhibit A.

EAL respectfully requests that the APSC grant the Protected Information described above protected status pursuant to Ark. Code Ann. § 23-2-316 as more fully described in paragraph 8 below.

7. The Company will not claim as confidential any information that has been previously disclosed, except information disclosed pursuant to protective orders, and that has not been maintained as confidential by the Company and its vendors and suppliers.

8. EAL respectfully requests that the Commission enter a Protective Order of Non-Disclosure in this Docket pursuant to Ark. Code Ann. § 23-2-316 and Rule 4.04 of the APSC RPP finding that the Protected Information contains trade secrets or

contains proprietary, confidential and sensitive information, the public release of which may cause the Company material damage to its competitive or financial position; that the Protected Information is highly commercially and competitively sensitive and proprietary; that the public interest is served by protecting the Protected Information from public disclosure; and that the Company should be allowed to identify and provide the Protected Information, including supporting workpapers if requested, only under the following restrictions:

A. (i) Any party or person producing or filing a document, including but not limited to records stored or encoded on a computer disk or other similar electronic storage medium, in this proceeding may designate that document or any portion of it as protected pursuant to this Agreement by typing or stamping on the face of the document "PROTECTED INFORMATION PURSUANT TO APSC ORDER NO. _____ IN DOCKET NO. 21-082-C" or words of similar import.

(ii) Protected information shall not include any information or document contained in the public files of the Commission, the FERC or any other federal or state agency. Protected information also shall not include documents or information, which at the time of or prior to disclosure in these proceedings is or was public knowledge or which becomes public knowledge other than through disclosure in violation of the Protective Order.

B. A “Reviewing Party” is a party to APSC Docket No. 21-082-C to the extent that such party receives or is provided access to material pursuant to this Protective Order.

C. Except as otherwise provided, a Reviewing Party shall be permitted access to protected materials only through its authorized “Reviewing Representatives.” “Reviewing Representatives” of a Reviewing Party may include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in these proceedings.

The term “Highly Sensitive Protected Information” is a subset of Protected Information and refers to information that a responding party claims is of such a highly sensitive nature. Documents so classified by a producing party shall bear the designation “HIGHLY SENSITIVE PROTECTED INFORMATION.” Highly Sensitive Protected Information shall be restricted to those Reviewing Representatives who are not themselves participants in the competitive electric market and who do not represent others who are participants in the competitive electric market. To be granted access to Highly Sensitive Protected Information, Reviewing Representatives additionally must certify to the Company, that they are not themselves participants in the competitive electric market nor do they represent others who are participants in the

competitive electric market. All provisions herein with respect to safeguarding Protected Information made available pursuant to an Affidavit of Non-Disclosure shall also apply to Protected Information made available pursuant to a Highly Sensitive Protected Information certification.

D. Each person who inspects the Protected Information shall, before such inspection, agree in writing to the Affidavit of Non-Disclosure in the Commission's standard form attached to this Motion for Protective Order as EAL Exhibit B and shall file the executed Affidavit of Non-Disclosure in this Docket.

Any Reviewing Representative may disclose, for purposes of this proceeding only, Protected Information to any other person who is qualified to be a Reviewing Representative, provided that, if the person to whom disclosure is to be made has not executed an Affidavit of Non-Disclosure and provided a signed copy of the Affidavit of Non-Disclosure to counsel for the party asserting confidentiality, that Affidavit of Non-disclosure shall be executed and provided prior to any disclosure. In the event that any Reviewing Representative to whom such Protected Information is disclosed ceases to be engaged in this proceeding, access to such materials by such person shall be terminated and the Reviewing Representative shall return or destroy all copies of the Protected Information made available to him. Any person who has

agreed to the foregoing Affidavit of Non-Disclosure (and an HSPI verification as applicable) shall continue to be bound by the provisions of the Protective Order, even if no longer so engaged.

E. The party asserting confidentiality shall provide a Reviewing Party one copy of the Protected Information in hard copy, CD ROM disc, or electronic format. The parties will make a good faith effort to limit the number of additional copies of Protected Information and will distribute copies of Protected Information only to Reviewing Representatives.

F. (i) Protected Information that is deemed “voluminous,” which may include materials in excess of two hundred and fifty (250) pages in length, shall be made available to the parties in electronic format or USB drive or on a CD ROM disc.

(ii) Only one copy of the materials designated shall be reproduced by the party making such materials available for inspection. The parties will make a good faith effort to limit the number of copies of protected materials and will distribute copies of protected material only to Reviewing Representatives.

G. All Protected Information shall be made available to the Reviewing Parties and their Reviewing Representatives solely for the purpose of these proceedings and any appeals therefrom. Access to the Protected Information may not be used in the furtherance of any other purpose, including, without limitation, (i) any other past, pending, or potential proceeding involving any claim, complaint, or other

grievance of whatever nature, or (ii) any business endeavor or competitive purpose of whatever nature. The Protected Information, as well as the Reviewing Party's notes, memoranda, or other information regarding, or derived from the Protected Information, are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party except as permitted and provided in the Protective Order. Information derived from or describing the Protected Information shall not be placed in the public or general files of the Reviewing Party except in accordance with provisions of the Protective Order. A Reviewing Party must take all reasonable precautions to ensure that Protected Information, including handwritten notes and analyses made from Protected Information, is not viewed or taken by any person other than a Reviewing Representative of the party. No provision of the Protective Order shall prohibit a Reviewing Party from requesting any of the information designated as Protected Information or Highly Sensitive Protected Information in another proceeding or matter, subject to applicable confidentiality agreements or orders in such proceeding or matter.

H. (i) If a party tenders for filing any written testimony, exhibit, brief, or other submission that quotes from protected materials or discloses the confidential content of protected materials, the confidential portion of such testimony, exhibit, brief, or other submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to

the effect that they are sealed pursuant to the Protective Order. Such documents shall be marked “PROTECTED INFORMATION PROVIDED PURSUANT TO PROTECTIVE ORDER” and shall be filed under seal with the Secretary of the APSC and served under seal to the counsel of record for the Reviewing Parties. If testimony that quotes from Protected Information or discloses the confidential content of Protected Information is offered by a Reviewing Representative on behalf of a Reviewing Party in this proceeding, the Reviewing Party shall advise the Commission of such fact, and the Commission may subsequently, on its own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation, or reference to protected materials is such that the written testimony, exhibit, brief, or other submission, or transcript of testimony, should remain under seal.

(ii) Any party or person giving testimony in this proceeding may designate as Protected Information that portion of his testimony deemed to be Protected Information in accordance with the Protective Order by advising the Commission of such fact and the Commission may subsequently, on its own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation, or reference to protected materials is such that the written testimony, exhibit, brief, or other submission, or transcript of testimony, should remain under seal.

(iii) All Protected Information filed with the Commission in support of or as part of a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers.

I. Exceptions to the Protective Order may be made with the prior written agreement of the parties.

J. A Reviewing Party may release Protected Information pursuant to a final order of a judicial body having appropriate jurisdiction; provided, however, the Reviewing Party agrees that prior to such release it shall promptly notify the party asserting confidentiality, or its counsel of record, of the order and of the intention to comply with the order and allow such party sufficient time to contest any release of the Protected Information; and provided, further, the Reviewing Party shall attempt to ensure that such Protected Information is not disclosed to the public and is accorded the highest level of protection possible consistent with the terms of the Protective Order. In addition to the obligation to notify imposed in the foregoing provision, if prior to the issuance of such a final order, a Reviewing Party becomes aware of any proceedings to obtain an order, then the Reviewing Party acquiring such knowledge shall promptly inform the party asserting confidentiality of such proceedings.

K. During the pendency of APSC Docket No. 21-082-C, in the event that a Reviewing Party wishes to disclose protected material to any person to whom disclosure may not be authorized by the Protective

Order, or wishes to have changed the designation of certain information or material as protected by alleging, for example, that such information or material has entered the public domain, such Reviewing Party shall first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of the protected materials with respect to which such a disclosure or change in designation is proposed, the nature of such proposed disclosure or change in designation, and the basis therefore. EAL will bear the burden of establishing that such Protected Information should continue to be protected in accordance with Ark. Code Ann. § 23-2-316 and APSC RPP 4.04(b)(2).

L. Nothing in the Protective Order shall be construed as precluding a party asserting confidentiality from objecting to the use of Protected Information on grounds other than confidentiality, including the lack of required relevance. Nothing in the Protective Order shall be construed as an agreement by any party or the Commission that the protected materials are entitled to confidential treatment.

M. All notices, applications, responses or other correspondence shall be made in a manner that protects the Protected Information at issue from unauthorized disclosure.

N. Following the conclusion of these proceedings, Reviewing Parties and their Reviewing Representatives, upon request by a party asserting confidentiality, shall return or destroy all copies of the

Protected Information made available by such party. Further, all notes or other documents derived from or revealing the confidential content of such Protected Information shall, upon request, be redacted to remove permanently any Protected Information, including information from which Protected Information can be derived. As used in this paragraph, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law.

O. In the event of a breach of the provisions of the Protective Order, the party asserting confidentiality will not have an adequate remedy in money or damages, and accordingly, shall, in addition to any other available legal or equitable remedies, be entitled to an injunction against such breach without any requirement to post bond as a condition of such relief.

9. Notwithstanding the provisions of paragraph 8 above, the Commission, the Staff and the Attorney General of the State of Arkansas shall be provided the same access to the Highly Sensitive Protected Information as each has to other Protected Information. For material deemed voluminous by the Company, copies will be provided electronically, if possible.

10. Consistent with the Commission’s historical goal of maximizing information available to the public, EAL will carefully consider and limit, to the greatest

extent reasonable, information to be protected from public disclosure as well as the amount of data designated as Highly Sensitive Protected Information pursuant to the requested Protective Order.

WHEREFORE, Entergy Arkansas, LLC respectfully requests that the Commission enter a Protective Order of Non-Disclosure in this docket containing the terms and conditions set forth above so that the Protected Information can be protected from disclosure and granting the Company all other necessary and proper relief.

Respectfully submitted,

ENTERGY ARKANSAS, LLC

By _____

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ATTORNEYS FOR ENTERGY ARKANSAS, LLC

CERTIFICATE OF SERVICE

I, Jana K. Law, do hereby certify that a copy of the foregoing has been served upon all parties of record this 16th day of September 2021.

 /s/ Jana K. Law
Jana K. Law

BEFORE THE
ARKANSAS PUBLIC SERVICE COMMISSION

ENTERGY ARKANSAS, LLC,)	
Complainant)	
)	
v.)	DOCKET NO. 21-082-C
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TIERNEY, DOUG SHINN, AND JESS HOLT)	
Respondents)	

EAL EXHIBIT A

AFFIDAVIT OF J. DAVID PALMER, EAL DIRECTOR OF REGULATORY
AFFAIRS

AFFIDAVIT OF J. DAVID PALMER

STATE OF ARKANSAS

COUNTY OF *Saline*

BEFORE ME, the undersigned authority, came and appeared

J. DAVID PALMER

who, being by me first duly sworn, deposes and says as follows:

1. I am over twenty-one (21) years of age, of sound mind capable of making this affidavit. I have personal knowledge of the facts stated herein, and such facts are true and correct.

2. I am employed by Entergy Arkansas, LLC ("EAL") as Director of Regulatory Affairs.

3. As part of my job duties and responsibilities, I have responsibility for overseeing EAL's regulatory filings, including the report to be filed in this proceeding.

4. Certain items required by Section 4, 6, 7, and 10 of the Rules of Practice and Procedure as well as responses to data requests expected to be propounded by the General Staff of the Commission (the "Staff") or parties in the above-captioned proceeding contain, or will contain, highly sensitive data which the Company believes, if publicly disclosed, would lead to competitive injury. The Company also anticipates that the Staff, the Commissioners and/or other parties may request additional information of a highly sensitive nature.

5. The information that may contain highly sensitive information for which EAL seeks interim protection from the Commission consists of the following:

- A. Information or documents related to supply or sales forecasts, demand forecasts, pricing forecasts and similar information, as well as any projections of the capacity or energy costs to the Company' customers;
- B. Information or documents containing the names of individual customers (or from which individual customers could readily be identified), the terms of individual contracts, individual usage or individual prices, or other individual material terms associated with EAL's business with those customers or the Company's own forecasts or projections of the capacity or energy costs to its customers;
- C. Analyses related to the contracts or agreements between EAL and a counter-party, the Supplier, or any affiliate thereof, or other customers;
- D. All Computer software, files or other similar information, to the extent that they contain any information or data described above or represent a proprietary product for which disclosure by the Company to a third party is constrained by contract;
- E. All current financial and financing information (including, but not limited to balance sheets, financial statements, operating statements, lending facilities and credit lines) prior to its public disclosure, where appropriate, if the disclosure of the information could cause EAL or its Supplier or vendors to suffer damage to its competitive or financial position or cause

it to be in violation of any financial or loan agreement covenant, or any state or federal law or regulatory provision;

- F. Information or documents reflecting or relating to operating budgets, actual budgets, original budgets, or revised budgets for prospective or projected time periods (not historical), supply or sales forecasts, demand forecasts and similar information including highly sensitive financial forecasts previously submitted under confidentiality agreements or orders to any and all financial ratings services;
- G. Information or documents relating to planning and strategic business decisions, marketing or operational plans, benchmarking or other studies, or presentations; market evaluations and program plans; plans for issuance of securities or other sources of funding and similar documents;
- H. Competitively sensitive negotiated contract prices and terms including, but not limited to, contracts containing explicit confidentiality provisions;
- I. Documents or other information designated as Confidential or Highly Sensitive Protected Information ("HSPI") in other dockets or proceedings;
- J. Reports, workpapers, and documents of internal or external auditors, which contain (or to the extent they contain) information concerning controls of the Company, any information described therein, or any other non-public information or which otherwise would reflect the Company's

operations in a manner which would reveal competitively sensitive information; and

- K. Any information related to Homeland Security concerns or issues or any similar information that is deemed sensitive for reasons of national security or homeland security, including but not limited to, information deemed to be Critical Energy Infrastructure Information by the Federal Energy Regulatory Commission (“FERC”) or reflecting the location of key facilities, which are critical to the Company’s ability to deliver electricity for its customers.

6. The Protected Information includes or might include certain proprietary and sensitive information pertaining to competitive or financial matters or trade secrets. The release of the Protected Information would cause EAL or its vendors to suffer material damage to its competitive and financial position, would reveal proprietary facts and trade secrets and would impair the public interest due to the effect that this disclosure would have on the Company’s costs and future operations.

7. With regard to the Protected Information and Highly Sensitive Protected Information to be withheld, EAL will withhold as little of the information from the parties as appropriate.

FURTHER AFFIANT SAYETH NOT.



J. DAVID PALMER

Sworn to and subscribed before me

This 16 day of Sept, 2021.
B. Bakalekos - McCauley
NOTARY PUBLIC



My Commission Expires:

1.27.2026

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ARKANSAS PUBLIC SERVICE COMMISSION

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DOCKET NO. 21-082-C

EAL EXHIBIT B

AFFIDAVIT OF NON-DISCLOSURE

ARKANSAS PUBLIC SERVICE COMMISSION

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Respondents)	

AFFIDAVIT OF NON-DISCLOSURE
PURSUANT TO INTERIM PROTECTIVE ORDER NO. _____

STATE OF _____)
COUNTY OF _____)

I, _____, am immediately and directly working on matters relating to the above referenced docket on behalf of _____. The above referenced Interim Protective Order directs that the confidential information identified therein shall be protected from public disclosure pursuant to the provisions of Ark. Code Ann. § 23-2-316 and Rule 4.04 of the Arkansas Public Service Commission’s *Rules of Practice and Procedure* (“Rule 4.04”).

In accordance with said Interim Protective Order, I understand, agree and certify as follows:

1. That said confidential information is provided to me by the protected party for purposes of the instant docket only and pursuant to the terms of said Interim Protective Order and the provisions of Rule 4.04; that I have been provided a copy of said Interim Protective Order and Rule 4.04, and that I have read and understand the provisions of said Interim Protective Order and Rule 4.04; and that I shall fully comply with same; and

2. That said confidential information at all times shall be clearly and distinctly marked as “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” and at all times shall be maintained in a secure manner; and

3. That I shall not disclose said confidential information to any person not immediately and directly involved in the above-referenced docket, nor to any person not entitled to said confidential information by the terms of said Interim Protective Order and Rule 4.04, nor to any person who has not executed the required Affidavit of Non-Disclosure; and

4. That said confidential information shall be used solely for the purpose of pursuing the case at hand, and shall not be used for any other purpose(s) whatsoever, and most especially shall not be used for competitive business purposes; and

5. That improper disclosure of said confidential information by a party or person may result in civil liabilities or sanctions against said party or person; and

6. That I shall neither disclose nor permit to be reviewed or copied said confidential information, and any notes, memoranda, or any other form of information regarding or derived from said confidential information, by any person

other than myself or other individuals who are entitled to said confidential information by the terms of said Interim Protective Order and Rule 4.04 and who have also executed the required Affidavit of Non-Disclosure; and

7. That said confidential information shall not lose its confidential status through use in this docket and that I will take all steps reasonably required to protect its confidentiality during such use; and

8. That if I have knowledge that said confidential information has been disclosed, reviewed or copied by any persons other than in the manner authorized by the Interim Protective Order, Rule 4.04, and this Affidavit of Non-Disclosure, I shall promptly notify counsel for the protected party and make every reasonable effort to retrieve such confidential materials and to prevent further disclosure of such information; and

9. That any pleadings or other filings that incorporate, reference, or attach said confidential information shall be filed in two formats: (a) public format with said confidential information appropriately redacted, and (b) non-public under protective seal format; and

10. That neither the filing in this docket of said confidential information, nor the furnishing of said confidential information for review by the parties to this docket shall be considered a waiver of any right to object upon any grounds to the use or introduction into evidence of said confidential information during any proceeding in this docket; and

11. That, I shall return said confidential information to the protected party within thirty (30) days of the conclusion of the above referenced docket and any

appeals taken therefrom. Further, I shall destroy any notes, memoranda, or any other form of information regarding or derived from said confidential information within thirty (30) days of the conclusion of said docket and any appeals taken therefrom.

12. That, if the Interim Protective Order identified hereinabove subsequently is amended and/or further Interim or Final Protective Orders are entered in this Docket, I shall be bound by the same terms herein as they relate to any additional Confidential Information which may be protected by such subsequent Protective Orders without the need for the execution of further affidavits of non-disclosure in this Docket.

Dated this _____ day of _____, 2021.

Signature of Affiant

NOTARY CERTIFICATION

Subscribed and sworn to before me, a Notary Public, on this _____ day of _____, 2021.

Notary Public

Notary Seal

My Commission Expires: _____