FEDERAL COMMUNICATIONS COMMISSION
Enforcement Bureau
Market Disputes Resolution Division
445 12th St., S.W.
Washington, D.C. 20554

August 31, 2015

Copies sent by E-mail

Donald J. Evans
Jonathan R. Markman
FLETCHER, HEALD &
HILDRETH, P.L.C.
1300 North 17th Street, Suite 1100
Arlington, VA 22209
evans@fhhlaw.com

Counsel for Complainant

Tamara Preiss
Verizon
1300 I Street, N.W.
Washington, D.C. 20005
tamara.preiss@verizon.com

Counsel for Defendant

Re: *Flat Wireless, LLC v. Cellco Partnership dba Verizon Wireless*, EB Docket No. 15-147, File No. EB-15-MD-005

Dear Counsel:

On August 4, 2015, Flat Wireless, LLC and Cellco Partnership dba Verizon Wireless filed with the Commission a Joint Motion for Entry of a Protective Order.[1] The Joint Motion states that, "[b]ecause of the confidential or highly confidential nature of the materials being submitted, the parties request that all discovery responses be subject to this order."[2]

We are satisfied that granting the Joint Motion will serve the public interest. Specifically, the Protective Order will ensure that, in addition to Commission staff, only the parties' counsel and authorized representatives will have access to confidential or highly confidential information disclosed during the course of this proceeding. Accordingly, we hereby adopt the attached Protective Order without modification.

This letter ruling is issued pursuant to sections 4(i), 4(j), and 208 of the Act, 47 U.S.C. §§ 154(i), 154(j), 208, sections 1.3, 20.12(e)(2), and 1.720-1.736 of the Commission's rules, 47

---

[1] *Flat Wireless, LLC v. Cellco Partnership dba Verizon Wireless*, Joint Motion for Entry of a Protective Order, Proceeding No. 15-147, File No. EB-15-MD-005 (Joint Motion). The parties' Protective Order was filed as an attachment to the Joint Motion.

[2] *See id.*

C.F.R. §§ 1.3, 20.12(e)(2), 1.720-1.736, and the authority delegated in sections 0.111 and 0.311 of the Commission's rules, 47 C.F.R. §§ 0.111, 0.311.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary H. McEnery
Deputy Chief
Enforcement Bureau
Market Disputes Resolution Division
Rosemary.mcenery@fcc.gov

Attachment

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Flat Wireless, LLC	)	
	)	
	)	EB Docket No. 15-147
Complainant,	)	File No. EB-15-MD-005
	)	
v.	)	
	)	
Cellco Partnership d/b/a Verizon Wireless	)	
	)	
Defendant.	)	

PROTECTIVE ORDER

The Enforcement Bureau of the Federal Communications Commission hereby enters the following Protective Order, adopted by consent of Flat Wireless, LLC ("Flat") and Cellco Partnership d/b/a Verizon Wireless LLC ("Verizon"), to facilitate and expedite the production and review of documents containing trade secrets and commercial or financial information which are privileged or confidential, and to govern the use and disclosure of such information in this proceeding. The Protective Order sets forth the manner in which "Confidential Information" and "Highly Confidential Information," as those terms are defined herein, are to be treated. The Protective Order is not intended to determine whether any "Confidential Information" or "Highly Confidential Information" would be released publicly by the Commission upon a proper request under the Freedom of Information Act or other applicable law or regulation, including 47 C.F.R. § 0.442. To the extent that any terms of this Protective Order conflict with the requirements of the *ECFS Order*[1] or the rule amendments promulgated thereunder, the terms of this Protective Order shall control.

1. Definitions.

a. Authorized Representative. "Authorized Representative" shall have the meaning set forth in Paragraph 7 below.

b. Commission. "Commission" means the Federal Communications Commission or any arm of the Commission acting pursuant to delegated authority.

[1] *Amendment of Certain of the Commission's Part 1 Rules of Practice and Procedure Relating to the Filing of Formal Complaints Under Section 208 of the Communications Act and Pole Attachment Complaints Under Section 224 of the Communications Act*, FCC 14-179 (rel. Nov. 12, 2014) ("*ECFS Order*").

c. Confidential Information. "Confidential Information" means (i) information submitted to the Commission or to another party in this proceeding by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith constitutes trade secrets or commercial or financial information which are privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4); or (ii) information submitted to the Commission or to another party in this proceeding by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith falls within the terms of Commission rules and orders regarding the designation and treatment of Confidential Information (*e.g.*, 47 C.F.R. § 0.459). For purposes of this proceeding (including any subsequent administrative or judicial review), Confidential Information will include the documents and text marked "Confidential" in Flat's June 12, 2015 filing (including the Complaint, Proposed Findings of Fact and Conclusions of Law, and Exhibits), as well as any other documents submitted by the parties that are protected from disclosure pursuant to the parties' Intercarrier Roamer Service Agreement, dated as of August 16, 2011. Such materials may be submitted in this proceeding and initially receive confidential treatment, subject to and pending any written challenge by a party under Paragraph 13, and a ruling from the Commission on whether the information should be withheld from public inspection or a *sua sponte* determination pursuant to Paragraph 2. Confidential Information includes additional copies of, and information derived from, Confidential Information.

d. Highly Confidential Information. "Highly Confidential Information" means information that satisfies the requisites of Paragraph 1(c) above and which the Submitting Party believes in good faith would materially impair its business if disclosed to personnel employed by the Reviewing Party.

e. Counsel. "Counsel" means In-House Counsel and Outside Counsel of Record.

f. In-House Counsel. "In-House Counsel" means the attorney or attorneys employed by a party to these proceedings or who are employed by an affiliated entity and who are actively engaged in the conduct of this proceeding.

g. Outside Counsel of Record. "Outside Counsel of Record" means the firm(s) of attorneys (including employees of those firms) representing a party in these proceedings, provided that such attorney is not involved in competitive decision-making activities of any competitor of a Submitting Party.

h. Outside Consultant. "Outside Consultant" means a consultant or expert retained for the purpose of assisting Counsel in this proceeding, provided that such consultant or expert is not involved in competitive decision-making activities of any competitor of a Submitting Party.

i. Declaration. "Declaration" means Appendix A or Appendix B to this Protective Order, as applicable.

j. Reviewing Party. "Reviewing Party" means a person or entity participating in this proceeding that receives a Submitting Party's Confidential Information or Highly Confidential Information. The definition of "Reviewing Party" does not include the Commission or Commission staff.

k. Submitting Party. "Submitting Party" means a person or entity that seeks confidential treatment of Confidential Information or Highly Confidential Information it has filed or produced in this proceeding, pursuant to this Protective Order. For purposes of clarity, Verizon seeks confidential treatment of any documents that are submitted in this proceeding which Verizon provided to Flat and which are protected from disclosure pursuant to the parties' Intercarrier Roamer Service Agreement, dated as of August 16, 2011.

l. Pleading. "Pleading" shall mean any written submission filed with the Commission in this proceeding.

2. Claim of Confidentiality. The Submitting Party may designate information as "Confidential Information" or "Highly Confidential Information" consistent with the definitions of those terms in Paragraph 1 of this Protective Order. The Commission may, after giving the Submitting Party an opportunity to comment pursuant to 47 C.F.R. §§ 0.457, 0.459 & 0.461, determine that all or part of the information claimed as "Confidential Information" or "Highly Confidential Information" is not entitled to such treatment.

3. Procedures for Claiming Information is Confidential or Highly Confidential. Confidential Information or Highly Confidential Information submitted to the Commission shall be filed under seal and shall bear on the front page in bold print, "DO NOT RELEASE," "NOT FOR INCLUSION IN THE PUBLIC RECORD," or such similar designation along with the appropriate confidential designation under Paragraph 12(c). Such information shall be segregated by the Submitting Party from all non-confidential information submitted to the Commission. To the extent a document contains both Confidential Information and/or Highly Confidential Information and non-confidential information, the Submitting Party shall designate the specific portions of the document claimed to contain Confidential Information or Highly Confidential Information and shall, where feasible, also submit a redacted version not containing Confidential Information and/or Highly Confidential Information.

4. Storage of Information at the Commission. The Secretary of the Commission or other Commission staff to whom Confidential Information or Highly Confidential Information is submitted shall place such information in a non-public file. Such information shall be segregated in the files of the Commission, and shall be withheld from inspection by any person not bound by the terms of this Protective Order, unless such information is released from the restrictions of this Order either through written agreement of the parties, or pursuant to the order of the Commission or a court having jurisdiction.

5. Access to Confidential Information. Unless otherwise agreed by the Submitting Party in writing, Confidential Information shall be made available only to Commission staff, Commission consultants, Counsel to the Reviewing Party, and persons designated by the

Reviewing Party or Counsel to the Reviewing Party (including but not limited to Outside Consultants).

Except as provided in this Paragraph 5 or Paragraph 8 below, before Counsel to a Reviewing Party or such other person designated by the Reviewing Party may obtain access to Confidential Information, Counsel, or such other designated person must execute the Declaration attached as Appendix A. After Counsel to a Reviewing Party or such other person designated by the Reviewing Party has executed the Declaration attached as Appendix A, a copy of the executed Declaration shall be served on the Submitting Party and filed at the Commission in accordance with Paragraph 10.

Consultants under contract to the Commission may obtain access to Confidential Information or Highly Confidential Information only if they have signed, as part of their employment contract, a non-disclosure agreement or if they execute the Declaration attached as Appendix A or Appendix B, as appropriate. Such executed Declarations need not be served on the Submitting Party or filed at the Commission

Each Submitting Party shall have an opportunity to object to the disclosure of Confidential Information to any such persons identified in Declarations based on Appendix A that are required to be served and filed. Any objection must be filed at the Commission and served on Counsel representing, retaining or employing such person within two business days after receiving a copy of that person's Declaration. Until any such objection is resolved by the Commission and, if appropriate, any court of competent jurisdiction prior to any disclosure, and unless such objection is resolved in favor of the person seeking access, persons subject to an objection from a Submitting Party shall not have access to Confidential Information. The Submitting Party shall make such information available for review by those persons that have executed a Declaration based on Appendix A and that are not the subject of an unresolved objection. Notwithstanding anything in this Paragraph or in Paragraph 10, the Submitting Party may agree in writing that any person that has executed a Declaration based on Appendix A is not subject to the two business day waiting period and may obtain Confidential Material immediately.

6. Disclosure of Confidential Information. Counsel to a Reviewing Party or such other person designated pursuant to Paragraph 5 may disclose Confidential Information to other Authorized Representatives to whom disclosure is permitted under the terms of Paragraph 7 of this Protective Order only after advising such Authorized Representatives of the terms and obligations of the Order. In addition, before Authorized Representatives may obtain access to Confidential Information, each Authorized Representative must execute the Declaration attached as Appendix A.

7. Authorized Representatives shall be limited to:

a. Counsel for the Reviewing Parties to this proceeding, including In-House Counsel actively engaged in the conduct of this proceeding in accordance with Paragraph 8, and their associated attorneys, paralegals, clerical staff and other employees, to the extent reasonably necessary to render professional services in this proceeding;

b. Specified persons, including employees of the Reviewing Parties, requested by Counsel to furnish technical or other expert advice or service, or otherwise engaged to prepare material for the express purpose of formulating filings in this proceeding; or

c. Any person designated by the Commission in the public interest, upon such terms as the Commission may deem proper.

8. Access to Highly Confidential Information. Unless otherwise agreed by the Submitting Party in writing, Highly Confidential Information shall be made available only to Commission staff, Commission consultants, Outside Counsel of Record to the Reviewing Party, and Outside Consultants for the Reviewing Party in accordance with this Paragraph 8. Any Commission consultants, Outside Counsel of Record to a Reviewing Party, or Outside Consultants for a Reviewing Party who seek access to Highly Confidential Information must execute the Declaration attached hereto as Appendix B. After Outside Counsel of Record to a Reviewing Party, or an Outside Consultant for a Reviewing Party, has executed the Declaration attached as Appendix B, a copy of the executed Declaration shall be served on the Submitting Party and filed with the Commission in accordance with Paragraph 10.

Each Submitting Party shall have an opportunity to object to the disclosure of Highly Confidential Information to any such persons identified in Declarations based on Appendix B that are required to be served and filed. Any objection must be filed at the Commission and served on Counsel representing, retaining or employing such person within two business days after receiving a copy of that person's Declaration. Until any such objection is resolved by the Commission and, if appropriate, any court of competent jurisdiction prior to any disclosure, and unless such objection is resolved in favor of the person seeking access, persons subject to an objection from a Submitting Party shall not have access to Highly Confidential Information. The Submitting Party shall make such information available for review by the Reviewing Party's Outside Counsel of Record and Outside Consultants that have executed a Declaration based on Appendix B and that are not the subject of an unresolved objection.

Notwithstanding anything in this Paragraph or in Paragraph 10, the Submitting Party may agree in writing that any person that has executed a Declaration based on Appendix B is not subject to the two business day waiting period and may obtain Highly Confidential Material immediately. Further, if a Reviewing Party believes that it is essential that Highly Confidential Information be disclosed to persons other than Outside Counsel of Record for the Reviewing Party or Outside Consultants for the Reviewing Party, Reviewing Party may file a request with the Commission for permission to disclose Highly Confidential Information to such persons. Such information shall not be disclosed to such persons until the Commission and, if appropriate, any court of competent jurisdiction, has rules that such disclosure is authorized.

9. Copies of Confidential and Highly Confidential Information. Counsel, Authorized Representatives, and Outside Consultants in this proceeding (including any subsequent administrative or judicial review) may make additional copies of Confidential Information and Highly Confidential Information, as applicable, but only to the extent required and solely for the preparation and use in this proceeding. The original copy and all other copies of the Confidential Information and Highly Confidential Information shall remain in the care and control of such

persons, shall be subject to all requirements and protections set forth herein, and shall be kept properly secured at all times.

10. Filing of Declaration. The Reviewing Party shall file each executed Declaration with the Enforcement Bureau, on behalf of the Commission, and serve it upon each Submitting Party through its Outside Counsel of Record. The Reviewing Party shall serve each executed Declaration so that the Declaration is received by each Submitting Party at least two business days prior to such person's reviewing or having access to such Submitting Party's Confidential Information or Highly Confidential Information, as applicable. Notwithstanding anything in this Paragraph or in Paragraphs 5 and 8, the Submitting Party may agree in writing that any person that has executed a Declaration based on Appendices A or B is not subject to the two business day waiting period and may obtain Confidential Material or Highly Confidential Material immediately.

11. Use of Confidential Information or Highly Confidential Information. Confidential Information or Highly Confidential Information shall not be used by any person granted access under this Protective Order for any purpose other than for use in this proceeding (including any subsequent administrative or judicial review) unless otherwise ordered by the Commission or a court of competent jurisdiction, shall not be used for competitive business purposes, and shall not be used or disclosed except in accordance with this Order. This shall not preclude the use of any material or information that is in the public domain or has been developed independently by any other person who has not had access to the Confidential Information or Highly Confidential Information nor otherwise learned of its contents.

12. Pleadings Using Confidential Information or Highly Confidential Information. Submitting Parties and Reviewing Parties may, in any Pleadings that they file in this proceeding, reference the Confidential Information or Highly Confidential Information, but only if they comply with the following procedures:

a. Any portions of the Pleadings that contain or disclose Confidential Information or Highly Confidential Information must be physically segregated from the remainder of the Pleadings and filed under seal;

b. The portions containing or disclosing Confidential Information or Highly Confidential Information must be covered by a separate letter referencing this Protective Order;

c. Each page of any Party's filing that contains or discloses Confidential Information or Highly Confidential Information subject to this Order must be clearly marked as applicable with the following designations or such other similar designations as to provide reasonable notice as to the contents of such materials:

"Confidential Information included pursuant to Protective Order, *Flat Wireless, LLC v. Cellco Partnership d/b/a Verizon Wireless*, File No. EB-15-MD-005;" and

"Highly Confidential Information included pursuant to Protective Order, *Flat Wireless, LLC v. Cellco Partnership d/b/a Verizon Wireless*, File No. EB-15-MD-005."

d. Any portion of a Pleading that contains Confidential Information or Highly Confidential Information, to the extent it is required to be served, shall be filed with the Commission and served on Outside Counsel of Record for the Reviewing Party. Such portions that contain Confidential Information or Highly Confidential Information shall be filed under seal. They shall not be placed in the Commission's public file unless the Commission directs otherwise (with notice to the Submitting Party and an opportunity to comment on such proposed disclosure). A Submitting Party or a Reviewing Party filing a Pleading containing Confidential Information or Highly Confidential Information shall also file redacted copies of the Pleading as follows:

(i) One original and one copy of the Pleading shall be filed with the the Commission containing no Confidential Information or Highly Confidential Information, which shall be placed in the Commission's public files. The public version of the Pleading shall bear on the front page the legend "PUBLIC VERSION" and shall clearly indicate where confidential material has been redacted from an individual page. If any pages are removed in their entirety to prevent disclosure of confidential information, the Submitting Party shall insert a placeholder that (a) identifies each omitted document by its page, exhibit, or appendix number, (b) includes a descriptive title for the omitted document, and (c) contains the words "CONFIDENTIAL MATERIALS OMITTED" below the descriptive title. Following the effective date of the *ECFS Order,* the public version of the Pleading shall not be filed with the Secretary of the Commission but instead shall be filed electronically through the Commission's Electronic Comment Filing System.

(ii) In cases where a Pleading contains Confidential Information, but not Highly Confidential Information, one original and two copies of the Pleading shall be filed with the Secretary of the Commission containing such Confidential Information. This version of the Pleading shall not be placed in the Commission's public files but may be made available to those persons authorized by this Order to review Confidential Information. The confidential version of the Pleading shall state on the front page in bold print, "DO NOT RELEASE," "NOT FOR INCLUSION IN THE PUBLIC RECORD," and on each page containing Confidential Information. In addition, the confidential version of the Pleading shall identify any Confidential Information by including the legend "BEGIN CONFIDENTIAL" and "END CONFIDENTIAL" at the beginning and end of any such information.

(iii) In cases where a Pleading contains both Confidential Information and Highly Confidential Information, one original and two copies of the

Pleading shall be filed with the Secretary of the Commission containing Confidential Information, but not Highly Confidential Information. Further, one original and two copies of the Pleading shall be filed containing both Confidential Information and Highly Confidential Information. These versions of the Pleading shall not be placed in the Commission's public files but may be made available to those persons authorized by this Order to review the information contained therein. The confidential and highly confidential versions of the Pleading shall state on the front pages in bold print, "DO NOT RELEASE," "NOT FOR INCLUSION IN THE PUBLIC RECORD," and on each page containing Confidential Information or Highly Confidential Information. In addition, the confidential and highly confidential versions of the Pleading shall identify any Confidential Information or Highly Confidential Information by including the legend "BEGIN CONFIDENTIAL" and "END CONFIDENTIAL" or "BEGIN HIGHLY CONFIDENTIAL" and "END HIGHLY CONFIDENTIAL" as appropriate at the beginning and end of any such information.

A Submitting Party or a Reviewing Party may provide courtesy copies of Pleadings containing Confidential Information and/or Highly Confidential Information to Commission staff so long as the notation required by subsection c. of this paragraph is not removed.

13. Challenges to the Designation of Confidential or Highly Confidential Information. To the extent a party disputes whether material designated pursuant to this Protective Order and 47 C.F.R. § 0.459 by a Submitting Party is Confidential or Highly Confidential Information as defined in Paragraphs 1(c) and 1(d) above, the challenging party may file a motion with the Commission to that effect pursuant to 47 C.F.R. §§ 1.727 and 1.731, and the Submitting Party will then have five (5) business days to file a response. Until the motion is decided by the Commission, the information at issue will be treated consistent with the manner in which it was initially designated by the Submitting Party.

14. Violations of Protective Order. Should a Reviewing Party that has properly obtained access to Confidential Information or Highly Confidential Information under this Protective Order violate any of its terms, it shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure or use of such information, the violating party shall take all necessary steps to remedy the improper disclosure or use. The violating party shall also immediately notify the Commission and the Submitting Party, in writing, of the identity of each party known or reasonably suspected to have obtained such information through any such disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective Order, including but not limited to suspension or disbarment of attorneys from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential Information or Highly Confidential Information in this or any other Commission proceeding. Nothing in this Protective Order shall limit any other rights and remedies available to the Submitting Party at law or equity against any party using Confidential Information or Highly Confidential Information in a manner not authorized by this Protective Order.

15. Termination of Proceeding. Unless otherwise ordered by the Commission or a court of competent jurisdiction, within two weeks after final resolution of this proceeding (which includes any administrative or judicial appeals), Reviewing Parties (including their Counsel, Authorized Representatives, and Outside Consultants) shall destroy or return to the Submitting Party all Confidential Information and Highly Confidential Information as well as all copies and derivative materials made. The Reviewing Party shall certify in a writing served on the Commission and the Submitting Party that no material whatsoever derived from such information has been retained by any person having access thereto, except that Counsel to a Reviewing Party may retain two copies of Pleadings submitted on behalf of the Reviewing Party and other attorney work product. Any such information contained in any copies of Pleadings retained by Counsel to a Reviewing Party or in materials that have not been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with Paragraphs 9 and 11 of this Protective Order unless such information is released from the restrictions of this Order either through written agreement of the parties, or pursuant to the order of the Commission or a court having jurisdiction.

16. No Waiver of Confidentiality. Disclosure of Confidential Information or Highly Confidential Information as provided herein shall not be deemed a waiver by the Submitting Party of any privilege or entitlement to confidential treatment of such information. Reviewing Parties, by viewing these materials: (a) agree not to assert any such waiver; (b) agree not to use information derived from any such materials to seek disclosure in any other proceeding; and (c) agree that accidental disclosure of Confidential Information or Highly Confidential Information shall not be deemed a waiver of any privilege.

17. Client Consultation. Nothing in this Protective Order shall prevent or otherwise restrict Counsel from rendering advice to Flat or Verizon, as applicable, relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information or Highly Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client(s), Counsel shall not disclose Confidential Information or Highly Confidential Information to any person who is not authorized pursuant to this Protective Order to receive such information.

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

19. Additional Rights Preserved. The entry of this Protective Order is without prejudice to the rights of the Submitting Party to apply for additional or different protection where it is deemed necessary or to the rights of the Reviewing Party to request further or renewed disclosure of Confidential Information or Highly Confidential Information.

20. Effect of Protective Order. This Protective Order constitutes an Order of the Commission and an agreement between the Reviewing Party, executing the attached Declaration, and the Submitting Party.

This letter ruling is issued pursuant to Sections 4(i), 4(j) and 208 of the Communications Act as amended, 47 U.S.C. §§ 154(i), 154(j) and 208, sections 0.457(d) and 1.720-1.736 of the Commission's rules, 47 C.F.R. §§ 0.457(d) and 1.720-1.736, and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 C.F.R. §§ 0.111 and 0.311.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary McEnery
Deputy Chief, Market Disputes Resolution Division
Enforcement Bureau
Rosemary.mcenery@fcc.gov

Appendix A to Protective Order

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Flat Wireless, LLC	)	
	)	
	)	
	)	EB Docket No. 15-147
Complainant,	)	File No. EB-15-MD-005
	)	
v.	)	
	)	
Cellco Partnership d/b/a Verizon Wireless	)	
	)	
Defendant.	)	

DECLARATION

I, _____, hereby declare under penalty of perjury that I have read and understand the Protective Order in this proceeding, and that I agree to be bound by its terms pertaining to the treatment of Confidential Information submitted by parties to this proceeding. I understand that the Confidential Information shall not be disclosed to anyone except in accordance with the terms of the Protective Order and shall be used only for purposes of the proceedings in this matter. I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission. I acknowledge that this Protective Order is also a binding agreement with the Submitting Party.

Without limiting the foregoing, to the extent that I have any employment, affiliation or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any information obtained as a result of the order is due solely to my capacity as Counsel or consultant to a party or other person described in Paragraph 5 of the foregoing Protective Order, as applicable, and that I will not use such information in any other capacity nor will I disclose such information except as specifically provided in the Protective Order.

I acknowledge that it is my obligation to ensure that: (1) Confidential Information is used only as provided in the Protective Order; and (2) documents containing Confidential Information are not duplicated except as specifically permitted by the terms of Paragraph 9 of the Protective Order, and I certify that I have verified that there are in place procedures, at my firm or office, to prevent unauthorized disclosure of Confidential Information.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Protective Order.

Executed this ___ day of _____, 2015.

(Signed) _____
(Printed name) _____
(Representing) _____
(Title) _____
(Employer) _____
(Address) _____
(Phone) _____

Appendix B to Protective Order

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington D.C. 20554

In the Matter of	)	
	)	
Flat Wireless, LLC	)	
	)	
	)	EB Docket No. 15-147
Complainant,	)	File No. EB-15-MD-005
	)	
v.	)	
	)	
Cellco Partnership d/b/a Verizon Wireless	)	
	)	
Defendant.	)	

DECLARATION

I, _____, hereby declare under penalty of perjury that I have read and understand the Protective Order in this proceeding, and that I agree to be bound by its terms pertaining to the treatment of Highly Confidential Information submitted by parties to this proceeding. I understand that the Highly Confidential Information shall not be disclosed to anyone except in accordance with the terms of the Protective Order and shall be used only for purposes of the proceedings in this matter. I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission. I acknowledge that this Protective Order is also a binding agreement with the Submitting Party.

Without limiting the foregoing, to the extent that I have any employment, affiliation or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any information obtained as a result of the order is due solely to my capacity as Outside Counsel of Record or Outside Consultant to a party or other person described in Paragraph 8 of the foregoing Protective Order, as applicable, and that I will not use such information in any other capacity nor will I disclose such information except as specifically provided in the Protective Order.

I acknowledge that it is my obligation to ensure that: (1) Highly Confidential Information is used only as provided in the Protective Order; and (2) documents containing Highly Confidential Information are not duplicated except as specifically permitted by the terms of Paragraph 9 of the Protective Order, and I certify that I have verified that there are in place procedures, at my firm or office, to prevent unauthorized disclosure of Highly Confidential Information.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed

to them in the Protective Order.

Executed this ___ day of _____, 2015.

(Signed) _____
(Printed name) _____
(Representing) _____
(Title) _____
(Employer) _____
(Address) _____
(Phone) _____