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April 24, 2015

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Post Office Box 30221
Lansing, MI 48909

RE: Case No. U-17735 – In the matter of the application of CONSUMERS ENERGY COMPANY for authority to increase its rates for the generation and distribution of electricity and for other relief.

Dear Ms. Kunkle:

Enclosed for electronic filing is “**Consumers Energy Company’s Motion for Protective Order and Notice of Hearing**” in the above-captioned case. This is a paperless filing and is therefore being filed only in a PDF format. I have also enclosed a Proof of Service showing electronic service upon the parties.

Sincerely,

Kelly M. Hall

cc: Hon. Mark E. Cummins, ALJ
Parties per Attachment 1 to Proof of Service

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for authority to increase its rates for)
the generation and distribution of)
electricity and for other relief.)
_____)

Case No. U-17735

CONSUMERS ENERGY COMPANY'S
MOTION FOR A PROTECTIVE ORDER

Pursuant to Rule 432 of the Michigan Public Service Commission's ("MPSC" or the "Commission") Rules of Practice and Procedure, R 792.10432, Consumers Energy Company ("Consumers Energy" of the "Company") moves for the entry of a Protective Order in this proceeding, stating as follows:

1. In the course of the discovery process in this electric rate case proceeding, Consumers Energy has been requested to produce certain materials which the Company considers to be confidential and commercially sensitive, the disclosure of which would result in harm to the Company ("Confidential Information"). In order to protect its interest in maintaining the confidentiality of those materials, the Company has entered into an Agreement of Confidentiality with various parties in this proceeding pursuant to which Confidential Information has been provided, with the promise and expectation that it would be protected from disclosure to parties which have not signed the Agreement of Confidentiality. A sample copy of the Agreement of Confidentiality is attached to this Motion as Attachment A. Consumers Energy has entered an Agreement of Confidentiality with the following parties in this proceeding: the MPSC Staff, the Attorney General, and the Michigan Environmental Council and Natural Resources Defense Council ("MEC/NRDC").

2. Paragraph 13 of the Agreement of Confidentiality provides that if a party seeks to introduce Confidential Information into the record into any proceeding, including this electric rate case proceeding, it would not be done until a satisfactory protective order has been issued.

3. MEC/NRDC has informed Consumers Energy that it desires to introduce Confidential Information into the record in this proceeding. Pursuant to the Agreement of Confidentiality, the Confidential Information which is included in MEC/NRDC's filing of testimony and exhibits is being filed in redacted format to protect the Confidential Information from disclosure to parties who have not signed an Agreement of Confidentiality.

4. In order to protect Confidential Information from disclosure which would harm Consumers Energy, but to also allow MEC/NRDC an opportunity to present Confidential Information in its evidentiary presentation in this proceeding in an unredacted format as part of a separate, confidential, sealed record, Consumers Energy requests the Administrative Law Judge to enter a Protective Order which would allow use of Confidential Information in this proceeding but prevent the information from being disclosed to persons who have not entered into an Agreement of Confidentiality with Consumers Energy.

5. Michigan Court Rules ("MCR") of 1985 allow for the entry of protective orders to protect the public disclosure of confidential commercial information. See, e.g., MCR 2.302(C)(8). The MPSC has exercised its authority to issue protective orders under appropriate circumstances pursuant to Rules 423 and 432 the MPSC's Rules of Practice and Procedure, R 792.10423 and R 792.10432. In Case No. U-10282, the Commission articulated a standard for issuing a protective order. The party moving for a protective order must show "(1) that the information at issue is a trade secret or otherwise confidential, and (2) that disclosure would work a clearly defined and serious injury." Case No. U-10282, Order dated

June 30, 1994, pp. 5-6. Consumers Energy's request for protection of Confidential Information in this proceeding meets this standard.

6. Attached to this Motion as Attachment B is the Affidavit of David F. Ronk, Jr. Mr. Ronk is the Executive Director for Electric Transactions and Wholesale Settlements for Consumers Energy. In that capacity, he is responsible for the development of strategies to manage the Company's exposure to financial risks associated with the operation of its generating units and the purchase of capacity and energy from others to serve the demand for electricity from Consumers Energy's customers. Mr. Ronk is also responsible for the Company's wholesale settlement activities.

7. As explained in Mr. Ronk's Affidavit, the information which MEC/NRDC has indicated it intends to file in redacted format is confidential, commercially sensitive information, the disclosure of which would cause the Company competitive disadvantage and harm. It includes price forecast information which has never been publicly disclosed before. Public disclosure of the Confidential Information would negatively affect the Company's position in the market for electric capacity and energy. The Confidential Information has not previously been disclosed to persons outside the Company other than pursuant to an executed Agreement of Confidentiality.

8. Consumers Energy is proposing a Protective Order for use of Confidential Information in this proceeding, which is attached to this Motion as Attachment C. The proposed Protective Order appropriately allows the use of Confidential Information in this proceeding, but protects the information from public disclosure and from use outside the context of this proceeding. If the Protective Order is not entered, Consumers Energy will suffer substantial harm. The proposed Protective Order is essentially the same which was used in Case No.

U-17429, Consumers Energy's recent Certificate of necessity; Case No. U-17598, Consumers Energy's recent transmission reclassification proceeding; as well as in Case No. U-17678, a pending Consumers Energy PSCR Plan proceeding.

9. Based on conversations with counsel for the MEC/NRDC, it is Consumers Energy's understanding that MEC/NRDC will support the entry of a Protective Order in this proceeding for the Company's Confidential Information.

10. For the reasons discussed above and based on the attached Affidavit of David F. Ronk, Jr., Consumers Energy respectfully requests the Administrative Law Judge sign and enter the attached Protective Order to prevent disclosure of the Company's Confidential Information to parties other than those who have signed the Nondisclosure Agreement which is attached to the proposed Protective Order and which appropriately restricts such parties' use of Confidential Information to this proceeding.

Respectfully submitted,

CONSUMERS ENERGY COMPANY

Dated: April 24, 2015

By: _____
H Richard Chambers (P34139)
Kelly M. Hall (P48083)
Bret A. Totoraitis (P72654)
One Energy Plaza
Jackson, Michigan 49201
Attorneys for Consumers Energy Company
(517) 788-2910

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for authority to increase its rates for)
the generation and distribution of)
electricity and for other relief.)
_____)

Case No. U-17735

NOTICE OF HEARING
CONSUMERS ENERGY COMPANY'S MOTION FOR PROTECTIVE ORDER

PLEASE TAKE NOTICE that Consumers Energy Company's Motion for Protective Order will be heard on Friday, May 1, 2015 at 1:30 p.m., before the presiding Administrative Law Judge or as soon thereafter as the Motion can be heard.

Respectfully submitted,

CONSUMERS ENERGY COMPANY

Dated: April 24, 2015

By: _____
Kelly M. Hall (P48083)
One Energy Plaza
Jackson, Michigan 49201
Attorney for Consumers Energy Company
Telephone: (517) 788-2910

Attachment A

AGREEMENT OF CONFIDENTIALITY

This Agreement is entered into as of the 25th day of February, 2015, by and between **Consumers Energy Company**, One Energy Plaza, Jackson, Michigan 49201, hereinafter called ("**Consumers Energy**") and **Michigan Environmental Council** and **Natural Resources Defense Council**, their attorneys, experts, and employees (collectively "**MEC/NRDC**").

In consideration of the mutual promises contained herein, **Consumers Energy** and **MEC/NRDC** agree as follows:

1. This Confidentiality Agreement shall apply to certain confidential materials provided to **MEC/NRDC** in response to discovery requests served in MPSC Case No. U-17735 (hereinafter called "Confidential Information"). This data has been requested for the sole purpose of MPSC Case No. U-17735 and shall not be used by **MEC/NRDC** for any purpose other than the litigation of Case No. U-17735.

2. The Confidential Information shall be clearly marked by **Consumers Energy** as Confidential and subject to this Confidentiality Agreement. The parties agree that from time to time **Consumers Energy** may declare additional information as Confidential Information and subject to the terms and conditions of this Agreement. Any such additional information shall be identified as described in this paragraph and such information shall receive the full benefit of the protection afforded by this Confidentiality Agreement.

3. **MEC/NRDC** agrees to disclose such Confidential Information only to its employees, agents, licensees and contractors who have a need to know such Confidential Information and to use such Confidential Information only for the purpose stated above. **MEC/NRDC** represents that each party to who Confidential Information is disclosed shall abide by the terms of this Confidentiality Agreement.

4. In the event that **MEC/NRDC** is legally compelled to disclose any of the Confidential Information, it will provide **Consumers Energy** with prompt advance written notice, as soon as reasonably possible under the circumstances, so that **Consumers Energy** may seek a protective order or other appropriate remedy. **MEC/NRDC** will cooperate with **Consumers Energy** in any effort it undertakes to obtain a protective order or other remedy.

5. This Agreement shall be effective when signed and shall remain in effect until the issuance of a final order in the above-referenced MPSC Case No. U-17735 at which time the Confidential Information in the possession of **MEC/NRDC** shall be returned to **Consumers Energy**. The obligations of the parties under this Agreement will survive termination of this Agreement and will remain binding on the parties for a period of two (2) years from the last date of disclosure under this Agreement.

6. **MEC/NRDC** recognizes and agrees that nothing contained in this Agreement shall be construed as granting any intellectual property rights or other property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement but that **MEC/NRDC** is being granted limited access only to the Confidential Information in accordance with this Agreement.

7. **MEC/NRDC** agrees that monetary damages may be an insufficient remedy for any actual or anticipatory breach of this Agreement and that **Consumers Energy** may seek an injunction as an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information. However, **Consumers Energy** agrees that where injunctive relief will provide a full remedy for any actual or anticipatory breach of this Agreement, **Consumers Energy** will seek such injunctive relief instead of monetary relief. In any case, **Consumers Energy** will provide **MEC/NRDC** with notice and an opportunity to cure any actual or anticipatory breach of this Agreement, if doing so is reasonably possible under the circumstances.

8. This Agreement shall be governed by and construed in accordance with the laws of State of Michigan.

9. This Agreement may be executed and delivered in counterparts and duplicate originals, including by a facsimile and/or electronic transmission thereof, each of which shall be deemed an original. Any document

generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically.

10. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to third parties unless otherwise specifically granted herein.

11. No party may assign all or any part of this Agreement without the other party's prior written consent. This Agreement inures to the benefit of the parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

12. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between and among the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement may be amended or modified only by a subsequent agreement in writing.

13. This Confidentiality Agreement does not authorize admission of the Confidential Information into the record, either public or confidential, of any proceeding, including MPSC Case No. U-17735. The Confidential Information that is the subject of this Agreement shall not be introduced into the record or referenced in MPSC Case No. U-17735 until a satisfactory protective order has been issued in that proceeding governing the information, applying existing law and Commission rules. This Confidentiality Agreement does not authorize admission or reference to the Confidential Information into any record by MEC/NRDC, either public or confidential, of any proceeding or permit renewal. This Agreement shall not prohibit MEC/NRDC from using information obtained from other sources in other proceedings on the basis that the same information was designated confidential in this case.

14. The undersigned parties (other than **Consumers Energy**) will provide **Consumers Energy** with advance notice, as soon as reasonably possible under the circumstances, of the intended use in testimony or exhibits of any material that **Consumers Energy** has designated Confidential Information. These parties will take reasonable steps to ensure that the advance notice includes information reasonably sufficient for **Consumers Energy** to (a) determine whether it wishes to file a motion for protective order, and (b) support any such motion with facts and argument. All of the undersigned parties agree to cooperate in the filing of such a motion and having it heard in accordance with the schedule adopted for this case.

The intent of this paragraph is for the parties to perform their obligations under this Agreement in a timely enough manner that if a motion for protective order is required, it may be filed and heard prior to the deadline for pre-filing Staff and Intervenor testimony.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties as of the day and year first above written.

CONSUMERS ENERGY COMPANY

Digitally signed by Bret A. Totoraitis
Date: 2015.02.25 16:55:16 -05'00'

By: Bret Totoraitis
H. Richard Chambers
Bret A. Totoraitis

Title: Attorneys for Consumers Energy Company

**MICHIGAN ENVIRONMENTAL COUNCIL and
NATURAL RESOURCES DEFENSE COUNCIL**

Digitally signed by Christopher M. Bzdok
Date: 2015.02.25 16:49:53 -05'00'

By: Christopher Bzdok
Christopher Bzdok

Title: Attorney for Michigan Environmental Council
and Natural Resources Defense Council

Attachment B

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for authority to increase its rates for) Case No. U-17735
the generation and distribution of)
electricity and for other relief.)
_____)

AFFIDAVIT OF DAVID F. RONK, JR.

STATE OF MICHIGAN)
) ss
COUNTY OF JACKSON)

I, David F. Ronk, Jr., first being duly sworn, deposes and states that if called to testify, I have personal knowledge of and am able to testify to the following:

1. I am Executive Director for Electric Transactions and Wholesale Settlements for Consumers Energy Company ("Consumers Energy" or the "Company"). In this capacity, I am responsible for the development of strategies to manage the Company's exposure to financial risks associated with the operation of its generating units and the purchase of capacity and energy from others to serve the demand for electricity from Consumers Energy's customers. I am also responsible for the Company's wholesale settlement activities.

2. I assisted in the preparation of discovery responses in this proceeding which contain Confidential Information which has been protected from public disclosure pursuant to an Agreement of Confidentiality which has been executed with certain parties in this proceeding, including the Michigan Environmental Council and Natural Resources ("MEC/NRDC"). I have reviewed the Confidential Information which MEC/NRDC has indicated it desires to use in its evidentiary presentation in this proceeding.

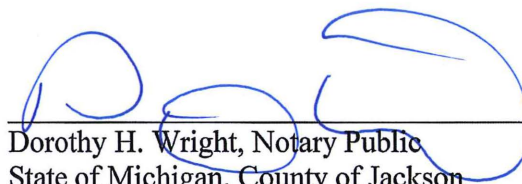
3. Consumers Energy considers the Confidential Information which MEC/NRDC has indicated it intends to file in redacted format to be confidential, commercially sensitive information, the disclosure of which would cause the Company competitive disadvantage and harm. Public disclosure of the Confidential Information would negatively affect the Company's position in the market for electric capacity and energy.

4. Further Deponent sayeth not.



David F. Ronk, Jr.

Subscribed and sworn to before me this 24th day of April, 2015.



Dorothy H. Wright, Notary Public
State of Michigan, County of Jackson
My Commission Expires: 08/17/19
Acting in the County of Jackson

Attachment C

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for authority to increase its rates for)
the generation and distribution of)
electricity and for other relief.)
_____)

Case No. U-17735

PROTECTIVE ORDER

This Protective Order governs the use and disposition of Protected Material (as defined below) disclosed by Consumers Energy Company (“Applicant”) to the Michigan Public Service Commission Staff (“Staff”) and other Party (as defined below) in this case, as set forth herein. The intent of this Protective Order is to protect non-public confidential information and materials so designated by the Applicant, which information and materials contain confidential, proprietary, or commercially sensitive information, including confidential information provided in discovery, and any witness’ related testimony and exhibits and arguments of counsel referring to such confidential information (“Protected Material”). This Protective Order describes the manner in which Protected Material is to be identified and treated, and governs its ultimate disposition. Accordingly, IT IS HEREBY ORDERED:

1. This Protective Order shall govern the use of all Protected Material, so identified and marked as required by Paragraph 11, made available for review, or produced, by or on behalf of the Applicant to any Party or Reviewing Representative. Protected Material shall be used and disclosed by the recipient thereof solely in accordance with the terms and conditions of this Protective Order.

2. This Protective Order protects: (1) the Protected Material; (2) any copy or reproduction of the Protected Material made by any person; and (3) any memorandum,

handwritten notes, or any other form of information that copies, contains or discloses Protected Material.

3. The information subject to this Protective Order does not include:
 - a. Information lawfully known by the Party or Reviewing Representative at the time of disclosure; and
 - b. Information that is or becomes available to the general public through no fault of a Party or Reviewing Representative.

4. “Party” shall mean any party to this proceeding who requests or receives access to the Protected Material, subject to the requirement that each Reviewing Representative must sign a Nondisclosure Certificate.

5. “Reviewing Representative” shall mean a person who has signed a Nondisclosure Certificate and who is:

- a. an attorney who has entered an appearance in this proceeding for a Party;
- b. an attorney, paralegal, or other employee associated for purposes of this case with an attorney described in 5a;
- c. an expert or employee of an expert retained by a Party for purposes of advising, preparing for, or testifying in this proceeding;
- d. an employee or other representative of a Party with significant responsibility for this docket.

A Reviewing Representative is responsible for assuring that persons under his supervision and control comply with this Protective Order.

6. “Nondisclosure Certificate” shall mean a certificate substantially in the form of the certificate attached to this Protective Order by which a Reviewing Representative who has

been granted access to Protected Material certifies his or her understanding that such access is provided pursuant to the terms of this Protective Order and that he or she agrees to be bound by it.

7. A Party may authorize access to and use of Protected Material by a Reviewing Representative identified by the Party as being necessary in order to analyze the Protected Material, including consultants employed by the Party, but only for the purposes of analyzing the issues, presenting evidence, and preparing testimony, cross-examination, argument, pleadings, briefs, exceptions or other motions or filings in Michigan Public Service Commission (“MPSC” or the “Commission”) Case No. U-17735. Such persons may not release or disclose the content of Protected Material to any other person or use such information for any other purpose.

8. All persons authorized to review Protected Material, including copies or reproductions, and copies of notes of Protected Material, must, before reviewing any Protected Material, sign a copy of the Nondisclosure Certificate, which evidences an agreement by such person to be bound by the terms of this Protective Order. A copy of the executed Nondisclosure Certificate shall be provided to the Applicant.

9. Protected Material shall remain the property of the Applicant and shall only remain available to the Party until no later than the conclusion of any appeal of any final order issued by the MPSC in this Case No. U-17735 proceeding. An attorney for a party in Case No. U-17735 who has signed a Nondisclosure Certificate and who is representing such party in an appeal from an MPSC final order in this Case No. U-17735 may retain copies of Protected Material until the date the final order in this Case No. U-17735 is no longer subject to judicial review. On or before the date specified by the preceding sentences, the Party shall return to the Applicant all Protected Material in its possession or in the possession of its Reviewing

Representatives, including all copies thereof and notes of Protected Material, or certify in writing that the Protected Material has been destroyed. The Party shall submit to the Applicant written certification stating that all Protected Material and all copies thereof and all notes of Protected Material in its possession, care, custody or control have been returned or destroyed.

10. The Parties to Case No. U-17735 retain the right to seek further restrictions on the dissemination of Protected Material to persons who have or may subsequently seek to intervene in this MPSC proceeding.

11. Protected Material made available by the Applicant shall be clearly marked by the Applicant as Protected Material subject to this Protective Order, including by labeling such items as “Confidential.” Any copies of Protected Material shall be physically designated as Protected Material by the Party or the person authorized by the Party to make the copy. Notes of Protected Material shall be physically marked as Protected Material by the person making the notes. All Protected Material in the possession of the Party shall be maintained in a secure place. Access to Protected Material shall be limited to persons authorized to have such access subject to the provisions of this Protective Order.

12. Even if no longer engaged in this proceeding, every person who has signed a Nondisclosure Certificate shall continue to be bound by the provisions of this Protective Order. The obligations under this Protective Order shall not be extinguished or nullified by entry of a final order in this case and shall be enforceable before the MPSC or in a court of competent jurisdiction. To the extent Protected Material is not returned to a Party, it shall remain subject to this Protective Order.

13. If a Party with access to Protected Material desires to incorporate, utilize, refer to, or otherwise use Protected Material in pre-file testimony, pleadings, direct or cross-examination,

briefs, oral argument, comments or in some other form in this proceeding, such Party shall only do so pursuant to procedures that will maintain the confidentiality of the Protected Material. For purposes of this Order, the following procedures are established:

- a. Written submissions using Protected Material shall be filed in a sealed record, to be maintained by the Docket Section of the MPSC in envelopes clearly marked on the outside, "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER ISSUED IN CASE NO. U-17735." Simultaneously, identical documents and materials, but with the Protected Material redacted, shall be filed, offered, introduced, or otherwise disclosed in the usual manner for the submission of evidence or briefs.
- b. Furthermore, with regard to proceedings before the MPSC or presiding officers designated by it, oral testimony, examination of witnesses, or argument on the Protected Material shall be conducted on a separate record to be maintained by the Docket Section of the MPSC. These separate record proceedings shall be closed to all persons except those furnishing the Protected Material and parties otherwise subject to this Protective Order. The Party presenting the information during the course of the proceeding shall advise the presiding officer receiving testimony of the terms of this Protective Order on sufficient notice to allow the presiding officer an opportunity to take measures within the presiding officer's control to protect the confidentiality of the Protected Material, and suggest that a separate, protected record be made of all testimony concerning the protected information.

- c. Copies of the documents filed with the MPSC that contain Protected Material, including the portions of the exhibits, transcripts, and brief that refer to Protected Material, must be sealed and maintained in the MPSC's files with a copy of the Protective Order attached.

14. It is intended that the Protected Material subject to this Protective Order should be shielded from disclosure by the Party only to the extent permitted by law. If any person files a Freedom of Information Act Request with the MPSC or Michigan Attorney General seeking access to documents subject to this Protective Order, the MPSC's Executive Secretary or the Attorney General shall immediately notify the Applicant, and the Applicant may take whatever legal actions it deems appropriate to protect the Protected Material from disclosure. In light of Section 5 of the Freedom of Information Act, MLC 15.235, the notice must be given at least five (5) business days before the MPSC, its Staff, and/or Attorney General grant the request in full or in part.

15. The provisions of this Protective Order shall not apply to a particular document or portion of a document described in Paragraph 2 if a Party can demonstrate that it has been previously disclosed by the Applicant on a non-confidential basis or meets the criteria set forth in Paragraph 3a or 3b. Before disclosing a particular document or portion of a document described in Paragraph 2, however, the Party must first provide reasonable notice to the Applicant of its conclusion that the document or portion of a document is not subject to this Protective Order because of prior disclosure. The provisions of this Protective Order shall terminate as to the Protected Material described in Paragraph 2 to the extent that the content of such Protected Material are filed with a state, provincial or federal agency and are not subject to protection from public disclosure, or are otherwise lawfully disclosed.

16. If a Party violates this Order by an improper disclosure or use of Protected Material, then that Party shall take all necessary steps to remedy the improper disclosure or use. This includes immediately notifying the MPSC, the presiding officer, and the Applicant, in writing, of the identity of the person known or reasonably suspected to have obtained the Protected Material. Parties that violate this Protective Order remain subject to this paragraph regardless of whether the Applicant could have discovered the violation earlier than it was discovered. This paragraph of this Protective Order applies to both inadvertent and intentional violations. Nothing in this Protective Order limits the Applicant's rights and remedies, at law or in equity, against Parties or persons using Protected Material in a manner not authorized by this Protective Order, including the right to obtain injunctive relief to prevent violations of this Protective Order.

17. The MPSC or any presiding officer designated by it may subsequently declare that the protected status of Protected Material should not be continued and immediately communicate that declaration to the Applicant. Thereafter, this Protective Order shall cease to apply to such Protected Material unless, within twenty-one (21) days, the Applicant files a pleading asserting that the information should continue to be protected and setting forth the basis for that assertion. The Applicant shall bear the burden of proving that the asserted Protected Material is entitled to continuing protection from disclosure. If the MPSC or presiding officer finds that an asserted Protected Material no longer qualifies for treatment as Protected Material, it shall remain subject to the protection afforded by this Order for twenty-one (21) days following the issuance of the MPSC's order or the presiding officer's ruling.

18. The obligations of this Protective Order shall not apply if the Protected Material is approved for release by written authorization of the Applicant, but only to the extent of such authorization.

Mark E. Cummins
Administrative Law Judge

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)	
CONSUMERS ENERGY COMPANY)	
for authority to increase its rates for)	Case No. U-17735
the generation and distribution of)	
electricity and for other relief.)	
_____)	

NONDISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Material is provided to me pursuant to the terms and restrictions of the Protective Order issued in Case No. U-17735, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by the terms of the Protective Order. I am aware that the Applicant asserts that Protected Material, as defined in the Protective Order, includes information that is confidential, proprietary, and commercially sensitive. I understand that the substance of the Protected Material, any notes or other memoranda, or any other form of information that copies or discloses Protected Material, shall be maintained as confidential, shall not be disclosed to anyone other than in accordance with that Protective Order, and shall not be used for any purpose other than in connection with Michigan Public Service Commission Case No. U-17735.

Reviewing Representative

Date: _____

Title:
Representing:

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
CONSUMERS ENERGY COMPANY)
for authority to increase its rates for)
the generation and distribution of)
electricity and for other relief.)
_____)

Case No. U-17735

PROOF OF SERVICE

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

Dorothy H. Wright, being first duly sworn, deposes and says that she is employed in the Legal Department of Consumers Energy Company; that on April 24, 2015, she served an electronic copy of **“Consumers Energy Company’s Motion for Protective Order and Notice of Hearing”** upon the persons listed in Attachment 1 hereto, at the e-mail addresses listed therein. She further states that she also served a hard copy of the same document to the Hon. Mark E. Cummins at the address listed in Attachment 1 by depositing the same in the United States mail in the City of Jackson, Michigan, with first-class postage thereon fully paid.

Dorothy H. Wright

Subscribed and sworn to before me this 24th day of April, 2015.

Samantha O’Rourke, Notary Public
State of Michigan, County of Jackson
My Commission Expires: 10/30/21
Acting in the County of Jackson

Administrative Law Judge

Hon. Mark E. Cummins
Administrative Law Judge
7109 West Saginaw Highway
Post Office Box 30221
Lansing, MI 48909
E-Mail: cumminsm1@michigan.gov

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Service Commission Staff**

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Graham Filler, Esq.
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sxlin@varnumlaw.com

Consultant for Energy Michigan

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