

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

CENTRAL ILLINOIS LIGHT COMPANY d/b/a AmerenCILCO,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0070
)	
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY d/b/a AmerenCIPS,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0071
)	
ILLINOIS POWER COMPANY d/b/a AmerenIP,)	
)	
Proposed general increase in rates for delivery service.)	Docket No. 06-0072 (consol.)
)	

**AMEREN COMPANIES' RESPONSE IN OBJECTION TO IBEW'S REQUEST
FOR ENTRY OF PROTECTIVE ORDER**

The Ameren Companies¹ submit this Response to the IBEW's May 26, 2006 motion for entry of protective order, on grounds that the IBEW's proposed protective order is unreasonable and does not offer sufficient protection of confidential and confidential and proprietary information. IBEW offers no valid reason for entry of the protective order that it proposes, and its motion should be denied. The Ameren Companies remain willing to enter into a protective arrangement with the IBEW on the same grounds as they have agreed with other parties to this proceeding.

The Ameren Companies have entered into confidentiality agreements with many of the parties to this case, and have extended the same opportunity to IBEW. Only IBEW has insisted upon its ability to view confidential and confidential and proprietary documents while refusing to

¹ The Ameren Companies are Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Illinois Power Company d/b/a AmerenIP.

enter into a protective agreement with the Ameren Companies. IBEW has stated three complaints about the Ameren Companies' standard agreement: (1) it actually imposes responsibility on a party for violating the agreement (unlike IBEW's proposed agreement); (2) it requires the parties to work together in advance of a proceeding where one party is seeking to make material public; and (3) it limits the number of copies of confidential documents that can be made. These complaints are unreasonable and without merit, for the following reasons.

First, contrary to IBEW's beliefs, there is absolutely nothing unusual or improper about a protective arrangement holding a party liable for violating the agreement. The entire point of a confidentiality agreement is to protect and maintain the confidentiality of information. If penalties for violating a confidentiality agreement are weak or remote, the agreement is less likely to be honored and confidential information is not sufficiently protected. It is not unreasonable to for a protective agreement to ensure that a party bears responsibility for the harm caused by breach. If the release of confidential material – either intentionally or unintentionally – causes harm, then the IBEW should be responsible for, and compensate the Ameren Companies for, that harm.

It can be no excuse that a violation of a protective order is unintentional – the harm to the Ameren Companies would be the same. If IBEW intends to suggest that there is a meaningful risk that it might “unintentionally” reveal confidential information it receives pursuant to a protective arrangement, then that is all the more reason that a protective arrangement with teeth is required (or that the IBEW be denied access to confidential information altogether).

Second, it is also not unreasonable to require a party to provide advance notice of its intent to make confidential material public. The Ameren Companies' standard confidentiality agreement does not deny parties use of confidential information in hearings; rather, it requires

that the information continue to be protected. If the IBEW seeks to make that material public, it is not unreasonable for the Ameren Companies to require notification, rather than offering confidential material as a surprise at hearing. As the ALJs surely know, hearings progress more smoothly and efficiently if matters concerning confidential treatment of information are addressed before the hearing takes place, rather than in the middle of cross-examination of a witness, while several other scheduled witnesses may be waiting to testify. Nonetheless, as a conciliatory effort, the Ameren Companies are willing to waive this requirement, and will do so for any other party that is subject to the same term or condition.

Lastly, the IBEW makes no real effort to explain why limiting copies of confidential information is unreasonable, or why two copies of confidential documents would be insufficient. The Ameren Companies firmly believe that the value of a protective agreement diminishes when copies and circulation of confidential information increases. The more copies that exist, the more likely a protective agreement will be breached. In objecting to this provision in the Ameren Companies' protective agreement, IBEW states simply that it doesn't like the number. IBEW does not explain how or why this provision would cause prejudice the IBEW in any manner. This complaint is unfounded and must be rejected.

WHEREFORE, for all of the above reasons, IBEW's Motion for Entry of a Protective Order and Other Requested Relief should be denied.

Dated: June 2, 2006

Respectfully submitted,

CENTRAL ILLINOIS LIGHT COMPANY
d/b/a AmerenCILCO

CENTRAL ILLINOIS PUBLIC SERVICE
COMPANY d/b/a AmerenCIPS

ILLINOIS POWER COMPANY d/b/a
AmerenIP

By: /s/ Laura M. Earl

One of its attorneys

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PROOF OF SERVICE

I, Laura M. Earl, certify that on June 2, 2006, I served a copy of the foregoing Motion by electronic mail to the individuals on the Commission's Service List for this Docket.

By: /s/ Laura M. Earl
Attorney for Movant