

**DECLARATION OF
ANDY CARRASCO**

**DECLARATION OF ANDY CARRASCO IN SUPPORT OF SOUTHERN CALIFORNIA
GAS COMPANY’S (U 904 G) MOTION TO QUASH PORTION OF THE SUBPOENA
TO PRODUCE ACCESS TO CERTAIN MATERIALS IN ACCOUNTING DATABASES
AND TO STAY COMPLIANCE UNTIL THE MAY 29TH COMPLETION OF
SOFTWARE SOLUTION TO EXCLUDE THOSE PROTECTED MATERIALS IN THE
DATABASES**

I, Andy Carrasco, declare and state as follows:

1. I am a resident of California over 18 years of age, and my statements herein are based on personal knowledge.

2. I am employed by Southern California Gas Company (SoCalGas) as Vice President, Strategy and Engagement and Chief Environmental Officer. My business unit is known as the Strategy and Engagement. I have worked for SoCalGas since 2001. In my current role, my responsibilities include environmental services and developing and delivering the information that meets customers' energy needs and supports state environmental and social policy objectives.

3. I am submitting this Declaration in Support of Southern California Gas Company’s (SoCalGas) (U 904 G) Motion to Quash Portion of the Subpoena to Produce Access to Certain Materials in Accounting Databases and to Stay Compliance Until the May 29th Completion of Software Solution to Exclude Protective Materials.

4. SoCalGas engages in non-public, 100% non-ratepayer funded activities with partners, consultants and vendors regarding its political activities and communications to advance and advocate for natural gas, renewable natural gas, and green gas solutions. In response to the Public Advocates Office’s subpoena SoCalGas is required to disclose information concerning these non-public activities – such as the identities of the contracting parties and vendors, the nature of the activities carried out by these parties related to SoCalGas’s free expression in support of natural gas solutions, and SoCalGas’s expenditures for the same – it will alter how SoCalGas and its partners, consultants, and vendors work together and communicate in the future regarding matters of shared political interest.

5. In connection with SoCalGas’s political activities and communications to advance natural gas, renewable natural gas, and green gas solutions, SoCalGas engages and contracts with consultants, partners, and vendors to, among other things, formulate strategies for effective

lobbying, communications and messaging. These include highly sensitive discussions regarding public officials, pending legislation, as well as recommendations that others become involved with SoCalGas in the political process.

6. The sensitive nature of these discussions goes beyond the substance of the communications or strategy. It encompasses the identity of the consultant, partner or vendor with whom SoCalGas contracts or engages with. In the political arena, alliances are strategic, and, depending on the circumstance, the disclosure of the identity of the organization or individual with whom SoCalGas associates could negatively impact how SoCalGas – or how the consultant, partner or vendor – is perceived or treated by public officials and other public policy stakeholders. As a result of even the December disclosures of several 100% non-ratepayer funded Balanced Energy IO contracts, the information regarding these associations disclosed to Cal Advocates has altered how SoCalGas and its consultant, partner or vendor associates with each other, and it has had a chilling effect on these associations. Such a result has (and would further) unduly impinge upon SoCalGas’s constitutional right to free association, and to associate with organizations and individuals of its choosing in exercise of its right to petition the government and advocate its position relating to natural gas, renewable natural gas, and green gas solutions.

7. This chilling effect is not a mere abstraction; it has already progressed since SoCalGas was forced to produce some 100% non-ratepayer funded documents. On November 5, 2019, SoCalGas produced, under protest, various 100% non-ratepayer funded contracts relating to its political activities. This was in response to a prior document request issued by Cal Advocates.” SoCalGas objected to this demand to the extent it sought the 100% non-ratepayer funded contracts. I understand that SoCalGas’s objections were overruled by an Administrative Law Judge (ALJ). Although SoCalGas moved for an emergency stay of the ALJ’s ruling, the ALJ did not take any action. In order to avoid the imposition of sanctions, SoCalGas then produced the 100% non-ratepayer funded contracts under protest. Nearly six months have passed, but the Commission has yet to take up SoCalGas’s Motion for Reconsideration/Appeal (Appeal).

8. During this interim period, due to the compelled disclosure of the 100% non-ratepayer funded contracts, SoCalGas’s constitutional rights to free association and to petition have already been – and continue to be – infringed or chilled. SoCalGas included one

declaration showing this in support of the Appeal. In conjunction with the present Motion, SoCalGas has received information from four (4) consultants or vendors who attest to the deleterious and chilling effect that compelled disclosure has and would continue to have. It is my understanding that the ALJ in this non-proceeding indicated that if confidential versions of the declarations from these consultants or vendors were going to be submitted in support of the accompanying motion, then the confidential versions would have to be provided to Cal Advocates. For this reason, I'm explaining in as much detail as possible without revealing confidential information what those attestations would have stated. One of these consultants is a company that contracted with SoCalGas to provide strategic business consultation, create public and internal communications, and develop messaging for the use of natural gas technologies and the advancement of natural gas and renewable natural gas solutions in the State of California. This consultant often communicates with SoCalGas and its employees to help formulate strategy regarding SoCalGas's public and internal messaging, and communicates with others within SoCalGas about this strategy. The consultant indicated that if the non-public contract it has with SoCalGas regarding the public affairs work it is doing with the company is ordered to be disclosed in response to the demand of the California Public Advocates Office, it will drastically alter how that consultant communicates in the future with SoCalGas. Additionally, the consultant represents that if details of its contract with SoCalGas is disclosed to the California Public Advocates Office, it will be less willing to work and associate with SoCalGas in the future. According to this consultant, in the future it will be less willing to engage in such contracts and communications with SoCalGas knowing that its non-public association with SoCalGas has been or will be disclosed simply because of its association with SoCalGas in connection with its efforts to create public messaging for new and emerging gas technologies, the future of renewable natural gas, and various natural gas solutions. As a result, the consultant is also seriously considering whether to associate with SoCalGas in the future regarding its services. The consultant reiterates that it entered into a contract with SoCalGas in furtherance of public affairs and strategic marketing and communication services. But, because of the forced disclosure of its contract to the California Public Advocates Office, it is concerned it will suffer negative consequences—including financial and strategic information being released to its competitors, the breach of confidentiality its clients require for its services, the cost of responding to inquiries, and the breach of privacy that comes with disclosure of its contract.

Further according to this consultant, the disclosure also will hinder the strategic guidance, communication and messaging plans and goals it shares with SoCalGas. As a consequence of the disclosures to the California Public Advocates Office (and likelihood of its additional demands for disclosure), the consultant is reluctant to continue associating with SoCalGas and is seriously considering limiting its association with SoCalGas in the future. A second consultant has a business relationship with SoCalGas, and, as part of that relationship, helps create public messaging and coalitions for the use of natural gas and renewable natural gas solutions in the State of California. In connection with SoCalGas's public messaging for renewable gas and natural gas solutions, this consultant often communicates with SoCalGas and its employees, and helps formulate strategy regarding SoCalGas's public messaging, and communicates with others within SoCalGas about this strategy. This consultant indicates that if the non-public business relationship it has with SoCalGas regarding the public affairs work it is doing with the company is ordered to be disclosed in response to the demand of the California Public Advocates Office, it will drastically alter how it communicates in the future. According to this consultant, if details of the business relationship are disclosed to the California Public Advocates Office, it will also be less willing to work and associate with SoCalGas in the future. Specifically, the consultant represents that going forward it will be less willing to engage in such business relationships and communications knowing that its non-public association with SoCalGas have been disclosed simply because of its association with SoCalGas in connection with its efforts to create public messaging for renewable natural gas and natural gas solutions. As a result, this consultant is also seriously considering whether to associate with SoCalGas at all in the future regarding public affairs work. The consultant reiterates that it entered into the business relationship with SoCalGas in furtherance of public affairs messaging. But, because of the forced disclosure of this relationship to the California Public Advocates Office, it is concerned it will suffer negative consequences—including financial and strategic information being released to its competitors, the cost of responding to inquiries, and the breach of privacy that comes with disclosure of its relationship. Of course, this disclosure also will hinder the public affairs messaging goals it shares with SoCalGas. As a consequence of the disclosures to the California Public Advocates Office (and likelihood of its additional demands for disclosure), the consultant emphasizes that it is reluctant to continue associating with SoCalGas and is seriously considering limiting its association with SoCalGas in the future. A third consultant contracted with SoCalGas to help

create and lead a strategic public affairs campaign that focuses on education and advocacy to improve stakeholder understanding of the benefits of renewable natural gas and of a balanced energy approach. As part of its responsibilities, this consultant often communicates with SoCalGas and its employees to help formulate strategy regarding SoCalGas's public messaging and communicated with others within SoCalGas about this strategy. This consultant indicates that if the non-public contract it has with SoCalGas regarding the public affairs work it is doing with the company is ordered to be disclosed in response to the demand of the California Public Advocates Office, it will drastically alter how it communicates in the future. Specifically, if details of the contract are disclosed to the California Public Advocates Office, this consultant represents that it will be less willing to work and associate with SoCalGas in the future. According to this consultant, going forward it will be less willing to engage in such contracts and communications knowing that its non-public association with SoCalGas has been disclosed simply because of its association with SoCalGas in connection with its efforts to create public messaging for renewable natural gas and natural gas solutions. The consultant is also seriously considering whether to associate with SoCalGas at all in the future regarding public affairs work. The consultant entered into a contract with SoCalGas in furtherance of public affairs messaging. But, because of the forced disclosure of its contract to the California Public Advocates Office, it is concerned it will suffer negative consequences—including financial and strategic information being released to its competitors, the cost of responding to inquiries, and the breach of privacy that comes with disclosure of its contract. Of course, the contractor emphasizes, this disclosure also will hinder the public affairs messaging goals it shared with SoCalGas. As a result of the disclosures to the California Public Advocates Office (and likelihood of its additional demands for disclosure), the contractor reiterates that it is reluctant to continue associating with SoCalGas and is seriously considering limiting my association with SoCalGas in the future. A fourth contractor is engaged by SoCalGas to create public messaging and coalitions for the use of natural gas and renewable natural gas solutions in the State of California. In connection with SoCalGas's public messaging for renewable gas and natural gas solutions, this contractor often communicates with SoCalGas and its employees, to help formulate strategy regarding SoCalGas's public messaging and communicates with others within SoCalGas about this strategy. This consultant indicates that if the non-public contract it has with SoCalGas regarding the public affairs work it is doing with the company is ordered to be disclosed in response to the

demand of the California Public Advocates Office, it will drastically alter how it communicates in the future. Specifically, if details of the contract are disclosed to the California Public Advocates Office, this consultant represents that it will be less willing to work and associate with SoCalGas in the future. The consultant reiterates that, going forward, it will be less willing to engage in such contracts and communications knowing that its non-public association with SoCalGas has been disclosed simply because of its association with SoCalGas in connection with its effort to create public messaging for renewable natural gas and natural gas solutions. The contractor further says it is also seriously considering whether to associate with SoCalGas at all in the future regarding public affairs work. The contractor emphasizes that it entered into a contract with SoCalGas in furtherance of public affairs messaging. But, because of the forced disclosure of this contract to the California Public Advocates Office, this contractor is concerned it will suffer negative consequences – including financial and strategic information being released to its competitors, the cost of responding to inquiries, and the breach of privacy that comes with disclosure of its contract. The contractor underscores that this disclosure also will hinder the public affairs messaging goals it shares with SoCalGas. As a result of the disclosures to the California Public Advocates Office (and likelihood of additional demands for disclosure), this contractor indicates it is reluctant to continue associating with SoCalGas and is seriously considering limiting its association with SoCalGas in the future. All four (4) of these consultants represented to SoCalGas that the compelled disclosure of their identity, relationship, contracts and activities in connection with SoCalGas would render them reluctant to continue associating with SoCalGas, and, as a result, they are seriously considering limiting their association with SoCalGas. Furthermore, one of the four (4) above-described contractors also works with government entities. It has indicated to SoCalGas that it has serious concerns about its business being affected. It has even indicated that it would not have done business with SoCalGas if it had known its information and contact details would have been disclosed. Consequently, if Cal Advocates' sweeping subpoena is enforced so as to include the compelled disclosure of information relating to 100% non-ratepayer funded activities from SoCalGas's accounting database, SoCalGas's constitutional rights will assuredly be further impaired.

9. The forced disclosure is also impacting SoCalGas directly. Part of my responsibility is to support SoCalGas's engagement of strategic consultants, partners and vendors to advise and assist the company in exercising its constitutionally protect right to advocate policy

positions concerning natural gas solutions. However, due to the compelled contract disclosures that SoCalGas previously made, and the specter of additional compelled disclosures from the company's accounting database concerning 100% non-ratepayer funded activities, SoCalGas is being forced to reconsider its decisions relating to political activities and associations. The company is effectively compelled to choose between, on the one hand, complying with the subpoena to avert sanctions, and, on the other hand, substantially curtailing the exercise of its First Amendment right to political expression and association. Specifically, SoCalGas will be less willing to engage in contracts and communications knowing that its non-public association and communications with consultants, business partners and others on SoCalGas's political interests may be subject to compulsory disclosure.

10. Additionally, my staff and other support organizations within SoCalGas have been working diligently to address extensive data requests by Cal Advocates and numerous follow-up items raised by Cal Advocates. This has been particularly challenging during the COVID-19 pandemic where I serve as the Public Information Officer (PIO) for SoCalGas's Incident Command Structure (ICS). On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in response to the outbreak of novel coronavirus, COVID-19. On March 6, 2020, the State of California elevated its COVID-19 incident response level to Level 1 (the highest level). To align with and facilitate SoCalGas's ability to coordinate with state, local and federal agencies and generally be prepared for different contingencies and scenarios, SoCalGas stood up an ICS and activated the Emergency Operations Center (EOC) on March 9, 2020. I continue to serve as the PIO within the ICS structure and my organization and other support organization's resources have been diverted away from crucial COVID-19 work to support the ever-increasing demands by Cal Advocates, including the SAP access at issue.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 22, 2020 at Los Angeles, California.



ANDY CARRASCO
Vice President, Strategy and Engagement and
Chief Environmental Officer

**DECLARATION OF
DENNIS ENRIQUE**

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I, Dennis Enrique, declare and state as follows:

1. I am a resident of California over 18 years of age, and my statements herein are based on personal knowledge.
2. I am currently employed by Southern California Gas Company (SoCalGas) as a Financial Systems and Client Support Manager. I have worked for Sempra Energy (SoCalGas's parent company) since 1999, and for SoCalGas since 2010. In my current position, my responsibilities include managing SoCalGas's financial accounting system, which utilizes the SAP enterprise software. I am familiar with the types of information and records which are accessible through the SAP financial accounting system.
3. I am submitting this Declaration in Support of Southern California Gas Company's (SoCalGas) (U 904 G) Motion to Quash Portion of the Subpoena to Produce Access to Certain Materials in Accounting Databases and to Stay Compliance Until Completion of Software Solution to Exclude Those Protected Materials in the Databases.
4. SoCalGas's SAP system is a vast financial database which includes nearly all financial transactions made by the company. It captures a wide variety of transactions, including payments made to contractors and other third parties, workers compensation payments, and individual employee reimbursements. To my understanding, the database references and contains information relating to over 2,000 unique payees (or "vendors") of SoCalGas.
5. SoCalGas's SAP financial accounting system does not merely record and disclose sums of payment. It contains a wide breadth of identifying and descriptive information and records. A few illustrative examples demonstrate this point. Specifically, the system contains a variety of information relating to the payments, including sensitive information such as payee bank account numbers. The system also contains fields which identify each vendor, both by name and assigned number, and discloses the addresses associated with them.
6. The database also has line item records attachments. This means a user can access a record of the corresponding invoice for a particular payment made. These invoices may include the vendor's description of the services provided and other narrative information about the work they performed for SoCalGas. With respect to an outside law firm, for example, its invoice containing descriptions of the legal work performed for SoCalGas can be viewed and accessed via the SAP database. Similarly, for a political consulting firm, an invoice that includes

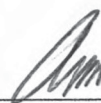
a description of the sensitive lobbying or political work it performed for SoCalGas can be viewed and accessed via the SAP system.

7. The system additionally contains a "Line Item Text" field, wherein narrative descriptions can be entered when a transaction record is created. This field may contain information reflecting the name of the vendor as well as descriptive information about the nature of its relationship with SoCalGas or the services it provides. The system further contains journal entry line items. These are entered when adjustments or corrections need to be made in connection with financial transactions. Such line item entries sometimes contain descriptions that reflect or reveal the identity of a vendor to which the adjustment or correction pertains.

8. I understand that Cal Advocates has made a request to obtain exported data from, and gain live access to, the entirety of SoCalGas's SAP underlying accounting database. I have been assisting in preparing exports from SAP in order to provide responsive data to Cal Advocates. This work has been delayed in part because the accounting department must remotely download and upload data contained within SAP via SoCalGas's virtual private network while working from home, as mandated by relevant state and local safer-at-home guidelines during the current Covid-19 pandemic.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 19, 2020 at Porter Ranch, California.



DENNIS ENRIQUE

**DECLARATION OF
KELLY CONTRATTO**

DECLARATION OF KELLY CONTRATTO

I, Kelly Contratto, declare and state as follows:

1. I am a resident of California over 18 years of age, and my statements herein are based on personal knowledge.
2. I am employed by San Diego Gas & Electric Company (SDG&E) as its IT Software Development Manager in the Utility Operations and Financial Applications organization. I am also shared employee with Southern California Gas Company (SoCalGas), an affiliate of SDG&E. As such, I provide support to both SoCalGas and SDG&E. I have been employed by Sempra Energy (the parent company of SoCalGas and SDG&E) or one of its companies since 1991. In my current role, I, along with my team, are responsible for, amongst other things, supporting SoCalGas's accounting databases, which utilize the SAP enterprise software. I also oversee a team of security professionals relating to developing and granting access roles to users in SAP.
3. I am submitting this Declaration in Support of Southern California Gas Company's (SoCalGas) (U 904 G) Motion to Quash Portion of the Subpoena to Produce Access to Certain Materials in Accounting Databases and to Stay Compliance Until the May 29th Completion of Software Solution to Exclude Those Protected Materials in the Databases.
4. I understand that Cal Advocates has made a request to obtain exported data from, and gain live access to, the entirety of SoCalGas's SAP accounting system. I am supporting SoCalGas's efforts to accommodate Cal Advocates' request to gain live access to SoCalGas's SAP accounting system. However, I understand that certain concerns have been raised in this regard, because the system allows access to information that SoCalGas maintains should be excluded from Cal Advocates' view as a matter of law, including certain privileged and other protected information. Although I am not familiar with the specific nature of the dispute between SoCalGas and Cal Advocates concerning the proper scope of access, I can shed some light on certain aspects of the underlying technical issues.
5. SoCalGas's SAP system is a vast financial system which includes all financial transactions made by the company. It captures a wide variety of transactions, as well as information and records related to the transactions. For example, the system identifies SoCalGas's vendors by name, and it allows a user to access records relating to the vendors, including invoices issued by them to SoCalGas, and the payments it made to said vendors.

6. I understand SoCalGas is concerned about granting Cal Advocates access to information and records related to a select number of vendors that transacted business with SoCalGas. In other words, although SoCalGas has agreed to grant Cal Advocates broad access to SoCalGas's SAP accounting system, its access to records pertaining to certain specific vendors and their transactions with SoCalGas needs to be suppressed or excluded.

7. However, providing this type of customized access to SoCalGas's SAP accounting system presents a technical challenge. My understanding is that we have never provided the CPUC with live, remote access before and we have never had a need to provide external access with these limitations in the past. While SoCalGas's accounting system allows for different levels of access, those levels of access are generally very broad. In particular, as currently configured, there is no "out-of-the-box" way to exclude or suppress Cal Advocates' access to certain vendors, or the records related to their transactions with SoCalGas. In order to institute these limitations, SoCalGas will have to design and code a customized program.

8. My team and I have been tasked with creating this customized program. We have identified this as a priority task, and we are currently working on the solution. Two people from my team have been assigned to work full-time on this solution, and I am overseeing their work. I estimate that, allotting a reasonable amount of time for us to create and test the program, we will be able to grant Cal Advocates the above-described customized access to SoCalGas's SAP accounting system by May 29, 2020. I will note that Sempra IT standards require that to move the custom solution into the SAP system it has to pass functional testing by IT and key business users (i.e. the assigned accounting users), which, if the testing identified a significant defect, it could potentially delay production until the defect is resolved. Even with that, I am confident we can meet the May 29 deadline.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 19 2020 at Escondido, California.


KELLY CONTRATTO