

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**DECLARATION OF JASON H. WILSON IN SUPPORT OF SOUTHERN CALIFORNIA  
GAS COMPANY'S RESPONSE TO PUBLIC ADVOCATES OFFICE'S MOTION TO  
FIND SOUTHERN CALIFORNIA GAS COMPANY IN CONTEMPT OF THIS  
COMMISSION IN VIOLATION OF COMMISSION RULE 1.1 FOR FAILURE TO  
COMPLY WITH A COMMISSION SUBPOENA ISSUED MAY 5, 2020, AND FINED  
FOR THOSE VIOLATIONS FROM THE EFFECTIVE DATE OF THE SUBPOENA  
(NOT IN A PROCEEDING)**

I, Jason H. Wilson, declare and state as follows:

1. I am a resident of California over 18 years of age. I have personal knowledge of the facts set forth in this declaration, except as to those matters that are stated on belief or understanding, and as to those matters I believe them to be true.

2. I am a partner with Willenken LLP, outside counsel employed by Southern California Gas Company (SoCalGas).

3. On May 5, 2020, I received an email from Traci Bone, counsel for the Public Advocates Office, attached to which was a "Subpoena to Produce Access to Company Accounting Databases." (A true and correct copy of this email and the attached subpoena is attached to this declaration as Exhibit A.)

4. On May 7, 2020, I sent a letter to Ms. Bone regarding a meet and confer held on Wednesday, May 6, 2020. (A true and correct copy of this letter is attached as Exhibit B.)

5. On May 8, 2020, I was copied on an email from Ms. Bone addressed to Elliot S. Henry. (A true and correct copy of this email is attached as Exhibit C.)

6. On May 20, 2020, I was copied on two emails from Corinne Siervant to Ms. Bone, Alec Ward, and Stephen Castello transmitting Excel spreadsheets. (A true and correct copy of these emails is attached as Exhibit D.)

7. On May 11, 2020, I sent a letter to Ms. Bone regarding a meet and confer held on Friday, May 8, 2020. (A true and correct copy of this letter is attached as Exhibit E.)

8. On May 12, 2020, I was copied on an email from Ms. Bone addressed to Elliott S. Henry. (A true and correct copy of this email is attached as Exhibit F.)

9. On May 18, 2020, I sent a letter to Ms. Bone regarding a meet and confer held on Wednesday, May 13, 2020. (A true and correct copy of this letter is attached as Exhibit G.)

10. On May 18, 2020, I received an email from Ms. Bone addressed also to Elliot S. Henry. (A true and correct copy of this email is attached as Exhibit H.)

11. On May 18, 2020, I was copied on an email from Elliott S. Henry to Ms. Bone, attached to which was a draft non-disclosure agreement. (A true and correct copy of this email with its attachment is attached as Exhibit I.)

12. On May 28, 2020, I sent an email to Ms. Bone regarding the draft non-disclosure agreement. (A true and correct copy of this email is attached as Exhibit J.)

13. On May 29, 2020, I sent an email to Ms. Bone, attached to which was a revised draft non-disclosure agreement. (A true and correct copy of this email with its attachment is attached as Exhibit K.)

14. On May 29, 2020, I sent an email to Ms. Bone, Alec Ward, and Stephen Castello regarding remote access to SoCalGas's SAP database. (A true and correct copy of this email is attached as Exhibit L.)

15. On May 22, 2020, I received an email from Ms. Bone canceling a previously scheduled meet and confer. (A true and correct copy of this email is attached as Exhibit M.)

16. On May 28, 2020, I received an email from Ms. Bone canceling a previously scheduled meet and confer. (A true and correct copy of this email is attached as Exhibit N.)

17. On June 5, 2020, I received an email from Ms. Bone canceling a previously scheduled meet and confer. (A true and correct copy of this email is attached as Exhibit O.)

18. On June 30, 2020, I received an email from Ms. Bone, attached to which was a copy of Cal Advocates' data request CalAdvocates-TB-SCG-2020-04. (A true and correct copy of this email with its attachment is attached as Exhibit P.)

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

Executed on July 2, 2020 at Los Angeles, California.



---

JASON H. WILSON  
Willenken LLP

# **Exhibit A**

---

**From:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Sent:** Tuesday, May 5, 2020 1:49 PM  
**To:** Jason Wilson  
**Cc:** Ward, Alec; Castello, Stephen; JQTran@socalgas.com; EHenry@socalgas.com; CSierzant@socalgas.com; AHolland@socalgas.com; Campbell, Michael; Sherin Varghese  
**Subject:** Proposed Agenda for Cal Advocates / SoCalGas 11:00 Conference Call on Wednesday, May 6, 2020  
**Attachments:** Subpoena to SoCalGas for Accounting Database Access - Service Copy.pdf

Jason:

In preparation for our call tomorrow, please find attached hereto a Subpoena to Produce Access To Company Accounting Databases signed by the Commission's Executive Director. The subpoena is consistent with the data request we served on Friday, May 1, 2020. While a subpoena is not a prerequisite to obtaining access to a utility's accounts, given our history with SoCalGas on this investigation, the Public Advocates Office (Cal Advocates) opted for the additional authority provided by a subpoena.

Consistent with Friday's data request and our goal to obtain access to SoCalGas' accounts as soon as practicable, we propose to focus our discussion at tomorrow's scheduled meeting on how and when our staff will be able to access SoCalGas' accounting systems both remotely and on-site. As the Friday data request explained:

At a minimum, SoCalGas should be prepared to identify the following information on the conference call:

- The date remote access to the SAP system will be provided, and if not feasible, the specific reasons why it is not feasible, including confirmation of whether or not any SoCalGas employees or auditors have remote access to the SAP system.
- If remote access is not available, the date and location for a site visit so that the auditor can access the SAP system.
- At least two primary points of contact to ensure that the Cal Advocates auditor is able to access the SAP system and any accounts the auditor seeks to review. These contacts must be highly knowledgeable about SoCalGas' SAP system and available to answer questions that will facilitate Cal Advocates' inquiry.
- An afterhours contact to resolve SAP issues if such a contact exists for SoCalGas employees or auditors.
- Any other SAP resources available to SoCalGas employees or auditors.

In addition, while I had committed to provide a list of questions related to the SoCalGas/Sempra "Lobbying Activity Tracking System" or "LATS" on the same call, it appears that many of the documents provided by SoCalGas regarding LATS training, which would inform that discussion, have been redacted, and several appear to be missing pages of information that would have been in the original version. In addition, as communicated to you yesterday, the list of LATS data fields provided in response to DR #13, Question 2 appears to be incomplete. Consequently, we should plan to address those issues – is data missing and why are there redactions?

Regarding the redactions, we understand that these documents were provided by Sempra, but that does not excuse the failure to properly mark information claimed to be confidential with highlights –

rather than blackouts – or the failure to provide declarations identifying the legal basis for any confidentiality claims pursuant to General Order (GO) 66. Further, to the extent this information has been redacted because of assertions of privilege, SoCalGas/Sempra should provide a privilege log.

For context, you should understand that these are all issues that were raised in Cal Advocates' first Motion to Compel, which was granted. Consequently, Cal Advocates is understandably troubled by the fact that we are revisiting these issues now.

**Given these concerns, we propose to address the LATS issues as follows:**

- That SoCalGas and/or Sempra provide no later than this Friday, May 8, 2020, full and complete copies of all of the LATS training materials (including Appendices) with no redactions unless you or a SoCalGas attorney is willing to provide a declaration that there is a good faith basis for any claims or privilege or confidentiality asserted. In that case, any confidential information should be highlighted as provided in previous data requests, rather than redacted.
  - We note that SoCalGas and/or Sempra clearly have ready access to these documents and so producing them without the unjustified redactions should be easily accomplished.
  - We also note that the current black outs appear to be names of Sempra or SoCalGas employees. Please be advised that such information is not confidential absent other personal identifying information such as a social security number, bank account number, or medical information – in which case that personal identifying information (but not the employee's name) should be redacted consistent with the instructions in DR #13.
- That SoCalGas answer the question I posed yesterday, which is whether the list of LATS data fields provided in response to DR #13, Question 2 is complete and lists all LATS data fields, as requested.
- That, consistent with yesterday's request, a SoCalGas and/or Sempra employee knowledgeable about the LATS system, including how it works, what it contains, and when it is required to be used, be available for the Wednesday, May 6, 2020 scheduled conference call. These are the basic questions that need to be answered. In addition, employees should be available to explain the reasons for the redactions and whether information is missing from the LATS training documents. If such a person (or persons) is not available on Wednesday, they should be made available for the conference call we currently have scheduled for this Friday, May 8.

We look forward to SoCalGas' prompt resolution of these matters on tomorrow's conference call.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
tbo@cpuc.ca.gov

PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102

**PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

IN THE MATTER OF THE PUBLIC  
ADVOCATES OFFICE INVESTIGATION  
PERTAINING TO SOUTHERN CALIFORNIA  
GAS COMPANY'S ACCOUNTING

PRACTICES, USE OF RATEPAYER  
MONIES TO FUND ACTIVITIES RELATED  
TO THE ADOPTION OF ANTI-  
DECARBONIZATION AND GAS  
THROUGHPUT POLICIES, AND OTHER  
ACTIVITIES POTENTIALLY CONTRARY  
TO STATE POLICIES

**SUBPOENA TO PRODUCE ACCESS TO  
COMPANY ACCOUNTING DATABASES**

**Public Utilities Code Sections 311, 314, 314.5,  
314.6, 581, 582, 584, 701, 702, and 771**

THE PEOPLE OF THE STATE OF CALIFORNIA,  
TO: **SOUTHERN CALIFORNIA GAS COMPANY**

1. Pursuant to sections 311(a), 314, 314.5, 314.6, 581, 582, 584, 701, 702, and 771 *et seq.* of the California Public Utilities Code, you are ordered to make available to the Public Advocates Office at the California Public Utilities Commission (Cal Advocates), and staff and consultants working on its behalf, access to all databases associated in any manner with the company's accounting systems no later than three business days after service of this Subpoena.
2. Such access shall include both on-site and remote access; on-site access shall be provided at the times and locations requested by Cal Advocates.
3. Both on-site and remote access shall be as near to identical in quality as the access provided to the company's own employees and/or auditors, including, without limitation, any instructional materials or access to persons knowledgeable about the databases, including knowledge about both on-site and remote access to those databases.
4. IF YOU HAVE ANY QUESTIONS ABOUT THIS SUBPOENA, CONTACT THE FOLLOWING PERSON:

Name: Traci Bone

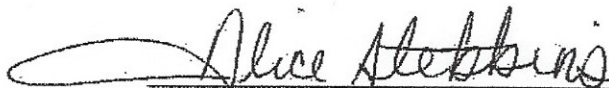
E-Mail: [tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

Telephone: 415-703-2048

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COMMISSION.**

By order of the Public Utilities Commission of the State of California.

Dated this 4<sup>th</sup> day of May, 2020.



By: Alice Stebbins

Title: Executive Director

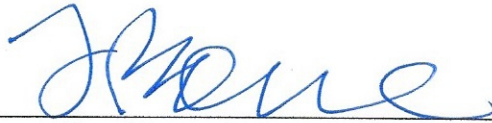
## DECLARATION IN SUPPORT OF SUBPOENA

I, TRACI BONE, declare as follows:

1. I am an attorney duly licensed to practice before all courts of the State of California and am employed as a staff attorney for the California Public Utilities Commission (Commission). My business address is 505 Van Ness Avenue, San Francisco, California, 94102.
2. The California Constitution and the Public Utilities Code confer jurisdiction on the Commission to regulate public utilities in California in a number of areas, including, without limitation, cost, safety and maintenance of facilities.
3. The Public Utilities Code provides for an independent Public Advocate's Office to represent and advocate on behalf of the interests of public utility customers and subscribers within the jurisdiction of the Commission.
4. The Commission's Public Advocates Office is currently conducting an investigation of Southern California Gas Company's (SoCalGas') accounting practices, use of ratepayer monies to fund activities related to the adoption of anti-decarbonization and gas throughput policies, and other activities potentially contrary to state policies.
3. Section 314(a) of the Public Utilities Code, and others, authorize the Commission and persons employed by the Commission to inspect the accounts, books, papers and documents of any public utility. Section 311 authorizes the Commission, each Commissioner, the executive director, and the assistant executive directors to issue subpoenas for, among other things, accounts and documents in any investigation in any part of the state.
4. SoCalGas' responses to data requests in the investigation have been incomplete and untimely. Consequently, good cause exists for SoCalGas to be ordered to produce both

remote and on-site access to its accounting databases so that the Public Advocates Office, its staff and/or consultants may conduct their own examination of the utility's records.

Executed under penalty of perjury under the laws of the State of California, on this 5<sup>th</sup> day of May, 2020, at San Francisco, California.



---

Traci Lynn Bone  
Staff Counsel



## PROOF OF SERVICE

I am employed with the California Public Utilities Commission and I am over 18 years of age. My business address is 505 Van Ness Ave., San Francisco, CA 94102

On May 5<sup>th</sup>, 2020, I electronically served the attached **SUBPOENA TO PRODUCE ACCESS TO COMPANY ACCOUNTING DATABASES** on the following representatives for Southern California Gas Company:

Johnny Tran - JQTran@socalgas.com  
Corinne Sierzant - CSierzant@socalgas.com  
Brooke Holland - AHolland@socalgas.com  
Elliot Henry - EHenry@socalgas.com  
Jason Wilson – jwilson@willenken.com  
Sherin Varghese – svarghese@willenken.com

Executed under penalty of perjury of perjury under the laws of the State of California,  
on this 5<sup>th</sup> day of May 2020, at San Francisco, California.



---

Traci Lynn Bone

# **Exhibit B**

May 7, 2020

**VIA E-MAIL ONLY**

Traci Bone  
Public Advocates Office  
505 Van Ness Ave.  
San Francisco, CA 94102  
Email: [tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

Re: *Meet and Confer Regarding Data Requests*

Dear Traci:

I am writing to confirm our discussion in the meet and confer held on Wednesday, May 6, 2020. We look forward to working together cooperatively to ensure Cal Advocates access to the SAP system. We appreciate and take seriously the subpoena that Cal Advocates has served.

**DR 14/Subpoena**

**Possible Ways Cal Advocates Can Obtain Remote Access**

SoCalGas presented two possible options for providing remote access to the SAP system. The first is to essentially copy portions of the database you requested, which would preserve a copy of the database and allow Mr. Wuehler to view the necessary databases without altering the underlying system (“Copy Access”). To our understanding, this is the arrangement used in the GRC with Cal Advocates previously, although such access was previously provided on site. We were made aware that if organizations and cost centers were identified, this process typically takes a couple days, depending on how broad the request is. You noted your concern that Cal Advocates would not know which cost centers it wanted access to until it had a chance to view the full system, so would need access to all cost centers available in SAP. We apprised you that we did not know how long creating a copy of the entire system would take, but that it would be likely to take longer than the “few days” deadline we were given for a limited set of data.

The second option we discussed would be remote access to the database, but with additional controls included (“Read-Only Access”). We informed you that SoCalGas has only completed this task on one other occasion using an RSA token. You asked whether accounting personnel currently had access, and whether the San Francisco computers had access to the SAP system. We answered affirmatively to the former and agreed to look into the other question. However, we noted that both company laptops used by accounting personnel and any other computer would be connected to a live SAP system. As the auditor would undoubtedly need a read-only copy, neither of these are complete options. We are waiting for additional information on how long the process of creating Read-Only Access would take, particularly as we navigate



restrictions due to coronavirus. While we did not discuss in-depth, the parties seemed to agree that this also made physical access more difficult.

### **Extension of Time to Respond to the Subpoena**

In light of the uncertainty as to exactly how long it will take to set up remote access, Cal Advocates agreed to extend SoCalGas' response date to the subpoena accompanying Data Request 14 from Friday, March 8, 2020 to Wednesday, March 13, 2020. SoCalGas appreciates your professional courtesy.

You further agreed that you would discuss with Mr. Wuehler whether any narrowing identification could be provided to expedite Copy Access of the relevant SAP databases.

SoCalGas agreed to continue to obtain additional information about how long broad Copy Access would take to prepare, as well as identify a timeline for Read-Only Access. We further agreed to investigate whether a member of the IT department could answer additional questions regarding RSA tokens and copying data for Cal Advocates to further adjust the timeline, as long as the questioning was limited to those topics. SoCalGas further agreed to investigate and consider your proposal regarding after hours support. We will be prepared to discuss these issues further on Friday.

### **Preservation of SoCalGas's Confidentiality Objection**

Regarding confidential information, you agreed that SoCalGas could review any outputs you desired to use for confidentiality, and that such items would be held securely and branded as confidential to prevent any public release via a CPRA request or any similar requirement to make public records in Cal Advocates' possession.

Regarding technical assistance, you agreed that any party provided to answer questions from Mr. Wuehler would be solely for technical advice and that you personally would not be on calls with this individual. You clarified your request regarding after hours support to indicate that you are only seeking the same level of after-hours support currently available to SoCalGas employees.

### **DR 13**

Regarding our response to DR-13, Question 1, you indicated that employee names and emails should not be redacted but highlighted for confidentiality and should have been provided in native PowerPoint format. You further asked to view trainings from 2019 and 2020, to the extent they were not previously provided.

SoCalGas further explained that while it might have appeared as if pages were missing, the documents were provided in an as-saved format, and those pages never existed as part of the saved presentation.

SoCalGas also informed you of additional dependent fields that exist in LATS and agreed to amend its response accordingly, as well as to investigate additional fields that you believed might exist.

Cal Advocates noted that it is amenable to narrowing its requests related to LATS by reviewing Ken Chawkins' LATS entries for 2015 through 2020 in the first instance. You proposed this in a follow up email, indicating that Cal Advocates would be satisfied if SoCalGas provided all of Ken Chawkins LATS entries for the past five years.

We agreed to convey your concern regarding native documents and redacted documents to Semptra, as custodian of the documents. We agreed to look into whether there were additional trainings in 2019 and 2020 you had not received and continue to dialogue on this question via email, calls, or the Friday meet and confer. SoCalGas also agreed to amend its response to DR-13, Question 2 by Wednesday, May 13, 2020 to provide dependent fields.

SoCalGas agreed to see if it was feasible to produce Ken Chawkins' LATS entries for a 5-year period quickly.

### **Other Requests**

You requested information about why SoCalGas does not provide the name of a staff member in its responses. We agreed to discuss this internally and provide additional information.

You stated your position that in responding to data requests, SoCalGas should use the LATS training definitions for all responses and define lobbying to include activities that are *either* (1) lobbying OR (2) "influencing" activities. You further sent an email stating that lobbying activity any activity that would be included in LATS and directed us to several pages of a LATS presentation. Accordingly, you state your position that "lobbying" should be defined to be, (1) lobbying activity ("[b]roadly defined as a *communication* with an *elected or appointed official* intended to *influence* legislative or administrative action; (2) administrative testimony; and (3) grassroots lobbying – public outreach.

SoCalGas stated it was working on revised responses which clarify its answers in DR 12.

//

//

//

//

//

//

Traci Bone  
May 7, 2020  
Page 4

In addition to talking by phone this Friday, we also scheduled a further meet and confer for Wednesday, May 13, 2020 at 11:30 AM. Please feel free to contact me if you have any questions.

Very truly yours,



Jason H. Wilson



# Exhibit C

---

**From:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Sent:** Friday, May 8, 2020 9:45 AM  
**To:** Henry, Elliott S  
**Cc:** Ward, Alec; Castello, Stephen; Tran, Johnny Q; Jason Wilson; Sierzant, Corinne M; Holland, Brooke; Campbell, Michael; Sherin Varghese  
**Subject:** RE: SAP questions

Elliott:

Thank you for arranging for someone familiar with the SAP system to be on the call today. We had a chance to speak with our auditor, James Wuehler (Jim), and he confirmed that Cal Advocates can work with SoCalGas to identify specific databases we want to access, rather than requiring SoCalGas to create a fixed database of the entire SAP system.

**First**, we propose that SoCalGas make fixed database copies of the following accounts, ideally in the order set forth below:

ACCOUNT	DESCRIPTION
IO 300796601	Related to Balanced Energy
Cost Center 2200-2204	
Cost Center 2200-0811	Public Affairs Manager, LA
CTR F426400G	Exp-Civic & Related
IO FG9200002200	Administrative and General Salaries
CTR F920000G	A&G Salaries
IO FG9215632200	Public Affairs Administration - NonLabor
IO FG90800002200	
Cost Center 2200-2504	Public Policy and Planning
Cost Center 2200-0942	Related to Reach Codes
IO FG8706502200	Related to Reach Code

We are basing this request on account numbers provided in response to SoCalGas data responses. In some instances, we do not have a full description of the account, and there may be typographical errors in those data responses or in our transcription of them. We have tried to associate an account number with a description where one was available to minimize the impact of incomplete or inaccurate information.

Ideally, before our call today, your SAP person could quickly run through these accounts and confirm that we have a working account number. If this is not possible, and if SoCalGas has any problem identifying any of the listed accounts, we ask that you please contact us as soon as practicable so that we can determine what the correct account is. Among other things, we can attempt to direct you to the relevant data response where the account was identified.

Our hope is that you can start providing the fixed databases of these accounts early next week on a rolling basis so that we can start our review immediately.

As we review these databases, Jim is likely to send additional queries to his contact at SoCalGas for additional accounts.

**Second**, we ask that SoCalGas produce fixed databases for all accounts that are 100% shareholder funded.



**Third,** we ask that SoCalGas produce fixed databased for all accounts housing costs for activities related to influencing public opinion on decarbonization policies.

**Fourth,** we ask that SoCalGas identify all accounts housing costs for lobbying activities related to decarbonization policies. For this request, please be sure to identify those accounts housing costs related to CPUC Proceedings R.13-11-005 and R.19-01-011 and explain whether the costs in those accounts are limited to those proceedings, or contain costs for other lobbying activities related to decarbonization policies.

Of course, we reserve the right to request access to additional databases as we continue our audit.

Please let us know as soon as practicable if this start-up proposal is acceptable to SoCalGas and when we can expect to see our first delivery.

We thank you, in advance, for your assistance in this matter,

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
tbo@cpuc.ca.gov

---

**From:** Henry, Elliott S <EHenry@socalgas.com>  
**Sent:** Thursday, May 07, 2020 1:23 PM  
**To:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Cc:** Ward, Alec <Alec.Ward@cpuc.ca.gov>; Castello, Stephen <Stephen.Castello@cpuc.ca.gov>; Tran, Johnny Q <JQTran@socalgas.com>; Jason H. Wilson (jwilson@willenken.com) <jwilson@willenken.com>; Sierzant, Corinne M <CSierzant@socalgas.com>; Holland, Brooke <AHolland@socalgas.com>; Campbell, Michael <Michael.Campbell@cpuc.ca.gov>; Sherin Varghese <svarghese@willenken.com>  
**Subject:** SAP questions

Hello Traci,

We should have someone on tomorrow who is familiar with the SAP system. They probably will not be able to be on the entire time (which I would guess you wouldn't need anyway), but I'll try to let you know their constraints before the meeting. Since different people are more familiar with different aspects of SAP, it would be helpful and most efficient to know what clarifications you are looking to find out ahead of time.

Thank you,  
Elliott

Elliott S. Henry  
Senior Counsel, Regulatory  
**Southern California Gas Company | Law Department**  
**555 West 5th Street GT14E7 | Los Angeles, CA 90013**  
Tel: 213-244-8234 | Fax: 213-629-9620  
E-Mail: [EHenry@socalgas.com](mailto:EHenry@socalgas.com)



This e-mail may contain privileged, attorney-client communications and confidential information intended only for the use of the recipient(s) named above. Reading, disclosure, discussion, dissemination, distribution, or copying of this information by anyone other than the intended recipient or their employees or agents is strictly prohibited. If you have received this message in error, please immediately notify me by telephone and return the original message at the above address via the U.S. postal service. Thank you.

# **Exhibit D**

**From:** [Sierzant, Corinne M](#)  
**To:** [Sherin Varghese](#)  
**Subject:** SoCalGas Response - CalAdvocates-TB-SCG-2020-03 - Excel Files 2016-2017  
**Date:** Wednesday, May 20, 2020 12:53:21 PM

---

Sender : Sierzant, Corinne M

Link : <https://edt.sempra.com/bds/Login.do?id=A06125721222&p1=naj17absbhcdgidcdddlggbkejj20>

Sent To : [alec.ward@cpuc.ca.gov](mailto:alec.ward@cpuc.ca.gov); Stephen Castello; Traci Bone

Cc : Henry, Elliott S; [jwilson@willenken.com](mailto:jwilson@willenken.com); Sherin Varghese; [tariffs@socalgas.com](mailto:tariffs@socalgas.com)

**From:** [Sierzant, Corinne M](#)  
**To:** [Sherin Varghese](#)  
**Subject:** CalAdvocates-TB-SCG-2020-04 (14th in series) - SAP Excel File for 2015  
**Date:** Wednesday, May 20, 2020 1:34:06 PM

---

Sender : Sierzant, Corinne M

Link : <https://edt.sempira.com/bds/Login.do?id=A06125985663&p1=z9j1248sbhcdgkjghhelggbkekj20>

Sent To : alec.ward@cpuc.ca.gov; james.wuehler@cpuc.ca.gov; michael.campbell@cpuc.ca.gov; Stephen Castello; Traci Bone

Cc : Henry, Elliott S; jwilson@willenken.com; Sherin Varghese; tariffs@socalgas.com

# **Exhibit E**

May 11, 2020

**VIA E-MAIL ONLY**

Traci Bone  
Public Advocates Office  
505 Van Ness Ave.  
San Francisco, CA 94102  
Email: [tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

Re: *Meet and Confer Regarding Data Requests*

Dear Traci:

I am writing to confirm our discussion in the meet and confer held on Friday May 8, 2020. We appreciate your continued cooperation in ensuring Cal Advocates is able to access the information it is seeking from SAP.

**DR 14 / Subpoena**

Based on your email of Friday, May 8, 2020 at 9:45 AM, SoCalGas has focused on providing “Copy Access” (as described in my correspondence to you on May 7, 2020) to you via flash drive of relevant databases. We are confirming the feasibility of providing that information via electronic transfer, which may be difficult as it is likely to be a large volume of data. We hope to provide you an update on when the specific areas you requested will be available by Monday, May 11, 2020.

At your request, we made available Ed Reyes to answer questions related to the accounting system. He was also able to confirm that the combination of cost centers and invoice/orders in your email are in the system and active. He further confirmed that Cost Center 2200-0942 and IO FG8706502200 are described as “Customer Service” within the SAP system, not as “Related to Reach Codes”. Although Mr. Wuehler was again unable to join the call, Mr. Henry confirmed a team of support is being assembled for his needs and that he would provide a primary SAP “superuser” contact no later than Monday to answer additional questions Mr. Wuehler may have about the organization of SAP.

We are further in receipt of your email indicating your desire for fully remote “Read-Only Access”. While SoCalGas provided this in one instance before, it does require significant security work by IT to prepare again as it is read-only access to a live database. We hope to provide an estimate of how long this process would take by early next week. Additionally, SoCalGas is still determining how to provide this access without waiving issues it has on appeal related to First Amendment protections conferred on its fully shareholder-funded contracts.

Although not discussed on the call, we have discovered there is a potential additional complication with respect to privileged material as well, as SAP may have work descriptions or bills themselves from outside counsel accessible to a user.

The deadline of Wednesday, May 13, 2020 for your subpoena is still in force for the eleven specific accounts listed in the paragraph that starts “First” of your 9:45 AM email. We said that we will let you know on Monday if we need more time than Wednesday to obtain these eleven accounts. With respect to the paragraphs that start “Second,” “Third” and “Fourth,” you have agreed that the subpoena date (May 13th) for response will not be enforced while we continue to work cooperatively and provide updates regarding our progress on preparing the various forms of access for Mr. Wuehler’s review. We agreed to continue to provide updates on Monday and Wednesday as we received more information from our IT professionals.

### **LATS**

We agreed to provide an amended answer to DR 13, Question 2 regarding dependent fields in LATS by Wednesday, May 13. We further noted that we believed it would be possible to provide only LATS entries for Ken Chawkins before that date as well. We noted that we would be providing PDFs with confidentiality highlighting instead of redactions from Sempra later on Friday and have done so.

We discussed the difficulties of highlighting for confidentiality in a native format, as it will have to be done outside of our review platform and will alter the metadata of the natives. However, we agreed to convey your concerns to Sempra, as well as investigate whether we could provide highlighting on the native documents. You reiterated your position that you did not believe there was a legal basis for redacting the names of employees below director level and their employment information such as their office phone numbers or email addresses.

### **Confidentiality**

We explained to you we understood that based on conversations between SoCalGas and Mike Campbell, an agreement was reached in September 2019 where Cal Advocates agreed that SoCalGas could mark such information as confidential. We further stated we believed this agreement was memorialized in our response to Data Request 6 and that such an agreement had not been repudiated. (“Pursuant to a September 5, 2019 meeting between SoCalGas (Brian Prusnek, Director – Regulatory Affairs), and Cal Advocates (Mike Campbell, Program Manager), Mr. Campbell indicated the Public Advocates Office is not interested in the names of employees”). You stated your belief that was only related to the marking via highlighting (as opposed to redaction) and not the underlying confidentiality of such information. You further stated that you did not want to resolve this dispute via ADR and made clear your intention to file a motion to compel related to that information and your intention to request that any future designations be supported by an attorney declaration of a good faith basis of those designations.

In turning to the underlying legal standard, we requested Cal Advocates provide the authority on which it was relying for why such information was not protected. You replied that the authority



Traci Bone  
May 11, 2020  
Page 3

existed because there were no statutes protecting such information, and that you would not prove a negative by identifying law holding such information to be public. SoCalGas reiterated its belief discussed on previous meet and confers that there were two relevant protections: under General Order 66-D, a party can claim confidentiality under either an applicable provision of the CPRA or a citation to the Government Code Section 6255(a) (the public interest balancing test). In discussing the latter, SoCalGas stated its belief that publicizing names and work email addresses in these contexts ultimately reveals sensitive employment information about its lower-level employees. Further, it subjects them to unnecessary harassment via their work email and office telephone addresses.

We confirmed our meet and confer call for Wednesday, May 13, 2020 at 11:30 AM. Please feel free to contact me if you have any questions.

Very truly yours,



Jason H. Wilson



# **Exhibit F**

---

**From:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Sent:** Tuesday, May 12, 2020 8:21 AM  
**To:** Henry, Elliott S  
**Cc:** Ward, Alec; Castello, Stephen; Tran, Johnny Q; Jason Wilson; Sierzant, Corinne M; Holland, Brooke; Campbell, Michael; Sherin Varghese  
**Subject:** RE: SAP questions - Follow Up Regarding Read-Only Remote Access

Elliott:

Thank you for the detailed update. A few thoughts/responses to your questions:

1. Cal Advocates would like SoCalGas to provide remote access no later than next Tuesday, May 19. Remote access has been made available to third parties before, is available to SoCalGas employees, and should be made available to Cal Advocates' auditor. The law requires SoCalGas to make access to all of its accounts available to its regulator.
2. Walling off access to all attachments is not acceptable. While SoCalGas need not provide access to law firm invoices, which could contain privileged information, there is no other information in its SAP that should be privileged. We understand that SoCalGas has claimed that certain accounting instructions are privileged, but, presumably, attorneys do not give accounting instructions, and having an attorney simply repeat what an accountant has instructed does not transform the instructions into a privileged communication. If SoCalGas has legitimate claims of privilege, we would be happy to address them.
3. As we have discussed previously, for the documents that the auditor seeks to retain copies of, Cal Advocates can execute a non-disclosure agreement (NDA) that permits SoCalGas to review and mark documents as confidential prior to public disclosure, provided that it does not limit Cal Advocates' rights to seek a Commission determination to de-designate information it concludes is not confidential. Please provide a draft NDA for Cal Advocates' review and approval.
4. SoCalGas' contracts with lobbyists, and the entities that support them, are not privileged, so our auditor should have full access to them. To the extent SoCalGas is concerned about our auditor seeing the payments made to such parties, all utility payments are subject to regulator review. There is nothing special about payments to lobbyists and those who support them; indeed, lobbying reporting laws require disclosure of such payments. The law on lobbying is clear that the public interest is in disclosure.
5. To the extent there are 100% shareholder contracts – a claim which is not supported by any evidence - those contracts are not in any way privileged and so Cal Advocates should have full access to them.
6. Regarding the de-designated confidential markings: Claims of confidentiality are currently shown by yellow highlights on the text that SoCalGas claims is confidential. As SoCalGas "de-designates" information, Cal Advocates requests that the yellow highlights be turned to green highlights, so that we can see clearly what SoCalGas is de-designating. This should not be difficult. Instead of deleting the yellow highlights, SoCalGas will simply change them to green. This request was made previously, and ignored by prior counsel. Given that the 40+ pages of "de-designated" materials that I forwarded to you yesterday continue to claim confidentiality for SoCalGas employee names, and the names of registered lobbyists who work for SoCalGas (for example, nearly every Marathon employee is a registered lobbyist in Los Angeles, among other places), it appears that those materials should be reviewed again, and can be marked properly to show the de-designations in green when that it done.
7. This issue of how the documents will be de-designated raises a fundamental concern. In our experience, SoCalGas has refused to comply with nearly every direction provided – such as requests that it identify the person responding to a particular data request, and that it mark attachments to data responses so that we can track the source of the document. This is compounded by SoCalGas' continued baseless claims of confidentiality for information that it knows is readily available in the public domain. We ask that SoCalGas begin to take its

discovery responsibilities seriously, and that it (1) comply with Cal Advocates instructions going forward; and (2) provide a declaration from its attorneys that it claims of confidentiality have a good faith basis in the law.

8. We look forward to our receiving some of the fixed database records on Wednesday. However, as I explained previously, the focus should be on providing remote access as soon as possible as the attachments to those records, as we all understand that those attachments are likely to be precisely the information that will be most relevant to our inquiry. If this is going to be a problem, please let me know as soon as possible.

Honestly, the concerns and objections raised in your email – which seem to rehash prior communications - suggest that SoCalGas is not going to provide the access to its accounts required by the subpoena, and instead intends to delay access for as long as it can. Do I have reason to be concerned?

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
tbo@cpuc.ca.gov

---

**From:** Henry, Elliott S <EHenry@socalgas.com>

**Sent:** Tuesday, May 12, 2020 7:10 AM

**To:** Bone, Traci <traci.bone@cpuc.ca.gov>

**Cc:** Ward, Alec <Alec.Ward@cpuc.ca.gov>; Castello, Stephen <Stephen.Castello@cpuc.ca.gov>; Tran, Johnny Q <JQTran@socalgas.com>; Jason H. Wilson (jwilson@willenken.com) <jwilson@willenken.com>; Sierzant, Corinne M <CSierzant@socalgas.com>; Holland, Brooke <AHolland@socalgas.com>; Campbell, Michael <Michael.Campbell@cpuc.ca.gov>; Sherin Varghese <svarghese@willenken.com>

**Subject:** RE: SAP questions - Follow Up Regarding Read-Only Remote Access

Traci,

We are moving forward with getting the SAP access while we also prepare the static data. I am still waiting to hear how long it will take to get the SAP access, but I can't imagine we will be able to provide it this week for at least a couple reasons. Most significantly, having access to SAP allows access to invoices and other details without giving us the ability to review them before you are able to see them. This could potentially disclose information that is similar to that which is the subject of the appeal, such as 100% shareholder funded contracts. Moreover, the access could also disclose privileged information. Full access to SAP would allow access to detailed bills received from outside counsel, which would be privileged. We are trying to determine if access can be granted while walling off certain categories of information or if there is some other workaround, but until we determine that I am not sure what the exact timeline will be. We are looking into walling off all attachments which could be separately requested, but it is possible that information separate from the attachments that would fall into the two sensitive categories above would be visible. We have IT folks looking into these issues and workarounds. To clarify a possible misunderstanding from your below email, the prior audit was *not* conducted by the SEC. It was done by an outside company that we contracted with in relation to certain SEC matters. Therefore, these issues were not present because an auditor that we contracted with stood in a fundamentally different position from Cal Advocates' position here.

The name of the point of contact for you on SAP questions will be Ping Ng ([PNg@socalgas.com](mailto:PNg@socalgas.com)). There may be another contact to assist Ping – we'll provide that name if/when we get it.

We will be able to provide the files for the discrete data through an email as we have done for larger productions in this matter. We will use that method to send the data, as you requested.

For the discrete sets of data we are trying to push out more quickly, my initial understanding was the information substantially overlapped with what was made available in the GRC before. That would have meant less internal review and QC would have been required. However that's not necessarily the case, so we need to confirm what was previously made available and for those pieces that weren't we need to at least briefly review them before producing them (to check for the above privilege / legal issues and other potential issues). I am optimistic that we will be able to produce some of the categories to you by Wednesday and will update you when I have new information – hopefully later today if not at the meet and confer Wednesday. I believe you mentioned 5 years of data for all the SAP info (2015-2019), but if I am recalling incorrectly let us know. I will note that 2019 is taking longer to collect because it is being extracted via VPN since employees are working remotely, so the transfer speeds are slower than they would otherwise be. I will note that there may be overlap with data for different categories when you get these sets of data, but the handler can help with that (and when you get the SAP data you will be able to clarify as well).

We need to have a written agreement on confidentiality. As we discussed previously, an agreement that all materials would be branded confidential if copied/printed/etc. and that nothing would be disclosed prior to notifying us and allowing us to mark for confidentiality should be in place before we produce. I'm not certain how that is impacted by General Order 66-D and if Cal Advocates can essentially contract around that – let me know if you've dealt with such a situation before as I have not had any luck finding an answer on my end.

On other issues, we will convert the PDF to a searchable document. I'm confused by your request for multiple highlights. You have our new designations and we don't have a document like the one you are requesting.

Best,  
Elliott

---

**From:** Bone, Traci <[traci.bone@cpuc.ca.gov](mailto:traci.bone@cpuc.ca.gov)>  
**Sent:** Friday, May 8, 2020 1:31 PM  
**To:** Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>  
**Cc:** Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>; Tran, Johnny Q <[JQTran@socalgas.com](mailto:JQTran@socalgas.com)>; Jason H. Wilson ([jwilson@willenken.com](mailto:jwilson@willenken.com)) <[jwilson@willenken.com](mailto:jwilson@willenken.com)>; Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Campbell, Michael <[Michael.Campbell@cpuc.ca.gov](mailto:Michael.Campbell@cpuc.ca.gov)>; Sherin Varghese <[svarghese@willenken.com](mailto:svarghese@willenken.com)>  
**Subject:** [EXTERNAL] RE: SAP questions - Follow Up Regarding Read-Only Remote Access

\*\*\* EXTERNAL EMAIL - Be cautious of attachments, web links, and requests for information \*\*\*

Elliott:

Re-reading my email below, I can understand how SoCalGas got the impression that Cal Advocates was no longer seeking remote access. My apologies for any misunderstanding.

As both Stephen Castello and I clarified on the call today, we anticipate that the procedure described below is only interim, and that Cal Advocates will be provided read-only remote access to SAP as soon as practicable.

We have confirmed that read-only access is a standard feature of SAP and you have represented to us that SoCalGas provided it to the SEC previously (also referred to as "token access"), so we expect that it should not be difficult to implement.

To the extent remote access can be made available next week, we propose that it would be unnecessary to move forward with the first delivery request set forth below.

However, if there is some reason that such remote access cannot be made available next week, we ask that you let us know no later than Tuesday, May 12, and sooner if possible, when remote read-only access can be made available, why it requires more time, and what technical requirements are involved, if any.

We look forward to your timely attention to this matter,

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
[tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

---

**From:** Bone, Traci  
**Sent:** Friday, May 08, 2020 9:45 AM  
**To:** Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>  
**Cc:** Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>; Tran, Johnny Q <[JQTran@socalgas.com](mailto:JQTran@socalgas.com)>; Jason H. Wilson ([jwilson@willenken.com](mailto:jwilson@willenken.com)) <[jwilson@willenken.com](mailto:jwilson@willenken.com)>; Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Campbell, Michael <[Michael.Campbell@cpuc.ca.gov](mailto:Michael.Campbell@cpuc.ca.gov)>; Sherin Varghese <[svarghese@willenken.com](mailto:svarghese@willenken.com)>  
**Subject:** RE: SAP questions

Elliott:

Thank you for arranging for someone familiar with the SAP system to be on the call today. We had a chance to speak with our auditor, James Wuehler (Jim), and he confirmed that Cal Advocates can work with SoCalGas to identify specific databases we want to access, rather than requiring SoCalGas to create a fixed database of the entire SAP system.

**First**, we propose that SoCalGas make fixed database copies of the following accounts, ideally in the order set forth below:

ACCOUNT	DESCRIPTION
IO 300796601	Related to Balanced Energy
Cost Center 2200-2204	
Cost Center 2200-0811	Public Affairs Manager, LA
CTR F426400G	Exp-Civic & Related
IO FG9200002200	Administrative and General Salaries
CTR F920000G	A&G Salaries
IO FG9215632200	Public Affairs Administration - NonLabor
IO FG90800002200	
Cost Center 2200-2504	Public Policy and Planning
Cost Center 2200-0942	Related to Reach Codes
IO FG8706502200	Related to Reach Code

We are basing this request on account numbers provided in response to SoCalGas data responses. In some instances, we do not have a full description of the account, and there may be typographical errors in those data responses or in our transcription of them. We have tried to associate an account number with a description where one was available to minimize the impact of incomplete or inaccurate information.

Ideally, before our call today, your SAP person could quickly run through these accounts and confirm that we have a working account number. If this is not possible, and if SoCalGas has any problem identifying any of the listed accounts, we ask that you please contact us as soon as practicable so that we can determine what the correct account is. Among other things, we can attempt to direct you to the relevant data response where the account was identified.

Our hope is that you can start providing the fixed databases of these accounts early next week on a rolling basis so that we can start our review immediately.

As we review these databases, Jim is likely to send additional queries to his contact at SoCalGas for additional accounts.

**Second,** we ask that SoCalGas produce fixed databases for all accounts that are 100% shareholder funded.

**Third,** we ask that SoCalGas produce fixed databased for all accounts housing costs for activities related to influencing public opinion on decarbonization policies.

**Fourth,** we ask that SoCalGas identify all accounts housing costs for lobbying activities related to decarbonization policies. For this request, please be sure to identify those accounts housing costs related to CPUC Proceedings R.13-11-005 and R.19-01-011 and explain whether the costs in those accounts are limited to those proceedings, or contain costs for other lobbying activities related to decarbonization policies.

Of course, we reserve the right to request access to additional databases as we continue our audit.

Please let us know as soon as practicable if this start-up proposal is acceptable to SoCalGas and when we can expect to see our first delivery.

We thank you, in advance, for your assistance in this matter,

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
[tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

---

**From:** Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>  
**Sent:** Thursday, May 07, 2020 1:23 PM  
**To:** Bone, Traci <[traci.bone@cpuc.ca.gov](mailto:traci.bone@cpuc.ca.gov)>  
**Cc:** Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>; Tran, Johnny Q <[JQTran@socalgas.com](mailto:JQTran@socalgas.com)>; Jason H. Wilson ([jwilson@willenken.com](mailto:jwilson@willenken.com)) <[jwilson@willenken.com](mailto:jwilson@willenken.com)>; Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Campbell, Michael <[Michael.Campbell@cpuc.ca.gov](mailto:Michael.Campbell@cpuc.ca.gov)>; Sherin Varghese <[svarghese@willenken.com](mailto:svarghese@willenken.com)>  
**Subject:** SAP questions

Hello Traci,

We should have someone on tomorrow who is familiar with the SAP system. They probably will not be able to be on the entire time (which I would guess you wouldn't need anyway), but I'll try to let you know their constraints before the meeting. Since different people are more familiar with different aspects of SAP, it would be helpful and most efficient to know what clarifications you are looking to find out ahead of time.

Thank you,

Elliott

Elliott S. Henry  
Senior Counsel, Regulatory  
**Southern California Gas Company | Law Department**  
**555 West 5th Street GT14E7 | Los Angeles, CA 90013**  
Tel: 213-244-8234 | Fax: 213-629-9620  
E-Mail: [EHenry@socalgas.com](mailto:EHenry@socalgas.com)



This e-mail may contain privileged, attorney-client communications and confidential information intended only for the use of the recipient(s) named above. Reading, disclosure, discussion, dissemination, distribution, or copying of this information by anyone other than the intended recipient or their employees or agents is strictly prohibited. If you have received this message in error, please immediately notify me by telephone and return the original message at the above address via the U.S. postal service. Thank you.

---

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.



# **Exhibit G**

May 18, 2020

**VIA E-MAIL ONLY**

Traci Bone  
Public Advocates Office  
505 Van Ness Ave.  
San Francisco, CA 94102  
Email: [tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

Re: *Meet and Confer re Cal Advocates' Data Request and Subpoena for SAP Access*

Dear Traci:

I am writing to confirm our meet and confer of Wednesday, May 13, 2020 and to update you on our efforts to provide you with remote access. We once again want to affirm, as we did on our call that we are taking our obligations under the subpoena extremely seriously. We are working diligently to obtain both Copy, or Fixed, Access to the SAP database as well as Remote Access.

We provided updates on our progress in providing the Copy Access, in that we would be rolling out to you fixed copies of the accounts as we had done previously during the GRC process. We further explained that this process had been slowed significantly due to remote work forcing onsite processes to take place over VPN. As noted in an email from SoCalGas late Friday, that information should be available Monday.

We further explained that we had undertaken the process of providing remote access to the live SAP database. As we've explained previously, our team has no previous experience providing remote access to the live database to Cal Advocates, or to any party where doing so would waive privilege. As we began to prepare live access, we encountered two obstacles that we are diligently working to resolve: the ability to access privileged information in the form of bills from outside counsel and access to materials currently subject to an appeal in front of the Commission related to its political associations for 100% shareholder-funded contracts.

On Wednesday's call, SoCalGas proposed a solution in consultation with its SAP and IT teams whereby access to attachments and invoices would be shut off but could be requested by Cal Advocates' auditor. SoCalGas indicated this might not be the entire solution, but a substantial piece of it. An attorney would then be able to quickly review requested invoices and provide nonprivileged and non-appeal-related materials to the auditor. You stated this was not a workable solution and that the auditor needed instantaneous access to all attachments and invoices. We therefore stopped pursuing such a solution.

May 18, 2020

Page 2

The solution that SoCalGas proposed Wednesday was based upon the existing functions in the SAP software. After our call Wednesday, we learned that we might be able to create custom software written that gives Cal Advocates remote access while at the same time restricting access to material protected by attorney-client privilege and the 1<sup>st</sup> Amendment.

Realizing that providing Cal Advocates' remote access is critical, we worked on this issue over the weekend. After speaking with IT specialists, we believe that we can provide Cal Advocates with remote access by May 29, 2020. A special program will be written which will prevent access to attorney-client information and 1st Amendment protected information. SoCalGas has assigned two people from their IT team to work on this custom software until it is completed. The custom software will prevent Cal Advocates from having access on the SAP system to information from the approximately 40 law firms and the 10 consulting shops<sup>1</sup> that have 100% shareholder contracts. We understand that SoCalGas deals with over 2000 vendors a year. Hence, this software fix will be a narrowly targeted one which will affect a tiny fraction of SoCalGas's vendors.

We will maintain close contact with the software development team and let you know if anything happens that negatively affects our target date on May 29, 2020.

In the meantime, we will continue to make available in a fixed format other information from the SAP system.

Over the weekend, we learned the for the first time that it might be possible to access the social security numbers and bank account information of our employees. We are exploring this issue to see if it will have any impact on our target date of May 29, 2020.

As part of our efforts to work cooperatively with Cal Advocates, we will provide an IT expert with knowledge of the SAP System on Monday's meet and confer.

We will also provide an NDA on Monday related to the confidential materials located in SAP. Because this situation is unique, the NDA is not a typical one used by SoCalGas, and we are happy to answer questions and consider revisions you may have for it.

Very truly yours,



Jason H. Wilson

---

<sup>1</sup> These are initial numbers and may vary. We are providing them to give a sense of the limited amount of protected information within the vendor population.

# Exhibit H

---

**From:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Sent:** Monday, May 18, 2020 10:12 AM  
**To:** Henry, Elliott S; Jason Wilson  
**Cc:** Sierzant, Corinne M; Holland, Brooke; Willenken-CalPA; Ward, Alec; Castello, Stephen  
**Subject:** RE: Update on Data Related to Subpoena

Elliott:

Thanks for the update. Can you please confirm that this email is related to the accounting information that was requested pursuant to the subpoena?

What kind of confidentiality issues are raised in the accounting information that you would be providing us, and can't this be addressed by the NDA we have discussed, rather than creating unnecessary work and delays to production of this material?

It is possible there may be nothing here we care about. That's the nature of an accounting audit.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
tbo@cpuc.ca.gov

---

**From:** Henry, Elliott S <EHenry@socalgas.com>  
**Sent:** Friday, May 15, 2020 8:59 PM  
**To:** Jason Wilson <jwilson@willenken.com>; Bone, Traci <traci.bone@cpuc.ca.gov>  
**Cc:** Sierzant, Corinne M <CSierzant@socalgas.com>; Holland, Brooke <AHolland@socalgas.com>; Willenken-CalPA <willenken-calpa@willenken.com>; Ward, Alec <Alec.Ward@cpuc.ca.gov>; Castello, Stephen <Stephen.Castello@cpuc.ca.gov>  
**Subject:** RE: Update on Data Related to Subpoena

Good evening,

We were planning on providing these two years to you today but ran into last minute confidentiality issues with some of the information. We are working hard to resolve them and get these two years to you as soon as possible.

Thanks,  
Elliott

---

**From:** Jason Wilson <[jwilson@willenken.com](mailto:jwilson@willenken.com)>  
**Sent:** Thursday, May 14, 2020 5:24 PM  
**To:** Bone, Traci <[traci.bone@cpuc.ca.gov](mailto:traci.bone@cpuc.ca.gov)>  
**Cc:** Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>; Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Willenken-CalPA <[willenken-calpa@willenken.com](mailto:willenken-calpa@willenken.com)>; Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>  
**Subject:** [EXTERNAL] Update on Data Related to Subpoena

Traci:

I hope all is well. SoCalGas will be able to provide the data from 2016 and 2017 tomorrow.

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)

**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Willenken LLP. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email and destroy this communication and all copies thereof, including all attachments.

---

This email originated outside of Sempra Energy. Be cautious of attachments, web links, or requests for information.

# **Exhibit I**

**From:** [Henry, Elliott S](#)  
**To:** [Bone, Traci](#)  
**Cc:** [Jason Wilson](#)  
**Subject:** NDA  
**Date:** Monday, May 18, 2020 4:50:33 PM  
**Attachments:** [CalPA Non-Proceeding NDA \(Draft\).docx](#)

---

Traci,

Attached is the NDA we discussed on our last couple calls. We have not had to use an NDA like this before (since we have not had these circumstances before) so quite a bit had to be drafted. Based on the conversation today, I'm sure you will have some suggestions or revisions which we will be happy to discuss.

Best,  
Elliott

**Elliott S. Henry**  
Senior Counsel, Regulatory  
**Southern California Gas Company | Law Department**  
**555 West 5th Street GT14E7 | Los Angeles, CA 90013**  
Tel: 213-244-8234 | Fax: 213-629-9620  
E-Mail: [EHenry@socalgas.com](mailto:EHenry@socalgas.com)



This e-mail may contain privileged, attorney-client communications and confidential information intended only for the use of the recipient(s) named above. Reading, disclosure, discussion, dissemination, distribution, or copying of this information by anyone other than the intended recipient or their employees or agents is strictly prohibited. If you have received this message in error, please immediately notify me by telephone and return the original message at the above address via the U.S. postal service. Thank you.



**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**NON-DISCLOSURE AND PROTECTIVE AGREEMENT**

This Non-Disclosure and Protective Agreement (the Agreement) is effective as of the last date of the signatures below, by and between Southern California Gas Company (SoCalGas) and the Public Advocates Office at the California Public Utilities Commission (CalPA) (collectively, the Parties).

WHEREAS, certain information that SoCalGas may produce or disclose in the non-proceeding investigation, before or after the date of this Agreement, may constitute confidential, proprietary, or otherwise protected materials, including, but not limited to, information constituting trade secrets, proprietary and financial information, competitively sensitive documents, personal/private information such as employee or customer data, geographic information systems (GIS) data, and/or sensitive security or critical energy infrastructure information (CEII) (*see, e.g.*, 18 C.F.R. § 388.113(c)(1); 6 U.S.C. §131(3); 49 C.F.R. § 1520.5) (all collectively, the Protected Materials); and

WHEREAS, the level and type of real-time immediate access to SoCalGas's internal financial accounting system requested by CalPA would make it impossible for SoCalGas to mark information as confidential before being reviewed or copied by CalPA; and

WHEREAS, the Parties hereto believe that this Agreement will facilitate prompt discovery, protect legitimate confidentiality concerns, and preserve the rights of the Parties;

ACCORDINGLY, the Parties hereto agree that the following terms and conditions shall govern the use of information made available by SoCalGas to CalPA in the context of this non-proceeding investigation:

1. This Agreement shall govern access to and the use of all SAP data made available or produced by or on behalf of SoCalGas for purposes of the non-proceeding investigation or any other confidential information the Parties agree will be covered by this Agreement. The term of the Agreement shall be perpetual for CalPA to protect any Protected Materials. CalPA shall destroy copies of Protected Materials in accordance with the terms of this Agreement.

2. For purposes of this Agreement:

(a)(1) The term “Protected Materials” means the SAP information SoCalGas makes accessible to CalPA, whether or not reduced to other written or electronic form, any information contained in or obtained from such designated materials, hardcopy or electronic notes of Protected Materials, and any other hardcopy or electronic copies of Protected Materials.

(2) Because CalPA has requested remote access to SoCalGas’s SAP system, and there is no practical method of marking such information as confidential prior to providing it to CalPA, and CalPA is seeking access to the information without delay, the Parties agree that:

(a) All information on SoCalGas’s SAP system or derived from SAP that is accessed, received, or viewed by CalPA shall be preliminarily deemed confidential under Public Utilities Code § 583, General Order 66-D (GO 66-D), and D.17-09-023. Any electronic or hard copies or Notes of Protected Materials made by CalPA will be marked “PROTECTED MATERIALS” or words of similar import, such as “Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-D, and D.17-09-023,” as long as the term “Protected Materials” or “Confidential” is included in that designation to indicate that there are Protected Materials on each page. If the Protected Materials are produced in electronic form, the “PROTECTED MATERIALS” designation shall be inserted on each page as a header or footer. To the extent CalPA is unable to mark Protected Materials accordingly, CalPA will identify the information as Confidential in some other reasonable manner.

(b) Prior to any disclosure of Protected Materials to anyone other than those who have signed the Non-Disclosure Certificate, CalPA shall provide to SoCalGas the documents it intends to disclose and allow SoCalGas at least 10 business days to review the documents and mark them in compliance with GO 66-D. In the event CalPA identifies more than 100 pages of documents, the 10 business days will be expanded to a number of days that is reasonable, but at least 20 business days. CalPA reserves its right to oppose confidentiality designations through an appropriate procedure.

(c) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Protected Materials produced or converted into electronic form that are copied onto a computer network, computer hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) shall be regarded as “Electronic Notes of

Protected Materials.” Notes of Protected Materials and Electronic Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which the Parties shall certify their understanding that access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that such Parties have read the Agreement and agree to be bound by it.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) An attorney acting on behalf of CalPA;
- (2) Attorneys, paralegals, analysts, and other employees associated for purposes of the investigation with an attorney described in (1); or
- (3) An expert or an employee of an expert retained by CalPA for the purpose of advising, preparing for, or testifying in this Proceeding.

This Agreement does not constitute a waiver of SoCalGas's right to refuse to provide CalPA access to Protected Materials if grounds exist for refusing to provide such information. If CalPA disagrees with SoCalGas's refusal to provide Protected Material, the Parties may seek a resolution of the dispute in the appropriate venue.

3. Protected Materials shall be made available under the terms of this Agreement only to CalPA and only through their Reviewing Representative(s). Reviewing Representatives may not share Protected Materials with persons within their organization who are not Reviewing Representatives.

4. Protected Materials may be retained by CalPA for one year from the date of this Agreement. At that time, CalPA shall destroy all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials), except that any information CalPA has provided to SoCalGas pursuant to paragraph 2(b) may be retained. Electronic Notes of Protected Materials shall be deemed to have been destroyed at the time they have been deleted from the computer network, hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) on which they were maintained. If requested to do so, upon completion of the destruction of all such Protected Materials, CalPA

shall submit to SoCalGas an affidavit by an authorized representative stating that, to the best of their knowledge all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials) have been destroyed. Until they are destroyed, all Protected Materials shall remain subject to this Agreement.

5. All Protected Materials shall be maintained by CalPA in a secure place, and stored on a secured password protected device and/or network if electronic. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to this Agreement. CalPA represents, warrants, and covenants that security procedures and practices appropriate to the nature of confidential information are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Those security procedures and practices shall be no less protective than those under which CalPA operates.

6. Protected Materials, Notes of Protected Materials, and Electronic Notes of Protected Materials, shall be treated as confidential by CalPA and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 8. Protected Materials shall not be used except as necessary for the conduct of the investigation of the use of ratepayer funds for lobbying, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this investigation and who needs to know the information in order to carry out that person's responsibilities in the investigation. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall become Notes of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate and a copy of such executed Non-Disclosure Certificate has been provided to SoCalGas.

8. Any disputes arising under this Agreement must be resolved through the Commission ADR process or through presenting the dispute to the Chief ALJ. Prior to

presenting any dispute under this Agreement to the Chief ALJ, the Parties shall use their best efforts to resolve such dispute.

9. Except where an ALJ has indicated otherwise, all documents filed or served in a proceeding that reflect or contain Protected Materials (other than Protected Materials within data request responses and related correspondence from one party to another), including without limitation all motions, testimony, exhibits, briefs, and hearing transcripts, shall be filed or served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement. Such documents shall be marked as protected materials pursuant to Section 2(a) above, and shall be filed and/or served under seal.

10. If CalPA desires to include, utilize, or refer to any Protected Materials or information derived from Protected Materials in testimony, workpapers, or exhibits at hearing in a proceeding, CalPA shall first notify both counsel for SoCalGas and the assigned ALJ of such desire. If the Designating Party and the Assigned ALJ do not object to said use of Protected Materials, or upon a ruling by the Assigned ALJ or Commission granting said use of Protected Materials, thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

11. Nothing in this Agreement shall be construed as precluding SoCalGas from objecting to the use of Protected Materials on any legal grounds.

12. Nothing in this Agreement shall be construed as waiving the Parties' rights or obligations under Rule 11.3 of the Commission's Rules of Practice and Procedure.

13. Neither of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials. Neither of the Parties waives the right to seek additional administrative or judicial remedies after a decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. In particular, any actual or attempted release or use of Protected Materials or Notes of Protected Materials other than as contemplated under this Agreement may lead to irreparable injury which could not adequately be compensated through Commission remedies or monetary damages, and may therefore be enjoined.

14. The inadvertent disclosure of any information or documents which are subject to a claim of work product or the attorney-client privilege or materials entitled to protection under the 1<sup>st</sup> Amendment (such as those discussed in SoCalGas's December 2, 2019 Motion for Reconsideration / Appeal) shall not waive the protection of such information or documents. If CalPA becomes aware that it may have accessed such information, it will immediately notify SoCalGas. Upon written request, CalPA shall return to SoCalGas any such information or documents inadvertently disclosed, together with all copies and any notes pertaining to such information or documents.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement.

16. This Agreement shall be governed and construed according to the laws of the State of California.

17. This Agreement sets forth the complete understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, discussions, or course of conduct (oral and written). Any modification or waiver of the provisions hereof must be written, executed by both Parties, and shall not be implied by any usage of trade or course of conduct.

18. The provisions of this Agreement shall be severable, and in case any provision of this Agreement is ruled to be invalid, illegal, or unenforceable, all remaining provisions of this Agreement shall remain valid, legal, and enforceable.

19. This Agreement may be executed in separate counterparts by each party, each of which shall be fully effective as to the party executing it.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date entered below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
[SIGNATORY NAME]  
[TITLE]  
Southern California Gas Company

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**NON-DISCLOSURE CERTIFICATE**

I have been provided a copy of and have read the Non-Disclosure and Protective Agreement (the Agreement) between Southern California Gas Company (SoCalGas) and CalPA, executed in connection with the above-captioned non-proceeding investigation before the California Public Utilities Commission (the Proceeding). I agree to be bound by the Agreement and I certify my understanding that access to the Protected Materials, as that term is defined in the Agreement, is provided to me pursuant to the terms and restrictions of the Agreement. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information which copy or disclose the Protected Materials shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only in the context of the Proceeding. I will not use Protected Materials, Notes of Protected Materials, Electronic Notes of Protected Materials, and information contained therein for any other purpose or in any other regulatory proceeding, non-proceeding investigation, or judicial context. I agree to honor the confidentiality of the Protected Materials in perpetuity. Within one year of the date of the Agreement, I will destroy all Protected Materials and destroy all Notes of Protected Materials and Electronic Notes of Protected Materials and notify SoCalGas accordingly.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_



# **Exhibit J**

**From:** [Jason Wilson](#)  
**To:** [Bone, Traci](#)  
**Cc:** [Willenken-CalPA](#)  
**Subject:** RE: NDA  
**Date:** Thursday, May 28, 2020 5:35:02 PM  
**Attachments:** [CalPA Non-Proceeding NDA \(Draft\).docx](#)  
[image003.jpg](#)

---

Traci:

SoCalGas is on track to provide remote access to its SAP system tomorrow. However, to provide access we need Cal Advocates to sign the attached NDA and provide the non-disclosure certificates from the parties actually receiving the remote SAP access. All the best.

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)  
**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)

---

**From:** Henry, Elliott S <EHenry@socalgas.com>  
**Sent:** Monday, May 18, 2020 4:50 PM  
**To:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Cc:** Jason Wilson <jwilson@willenken.com>  
**Subject:** NDA

Traci,

Attached is the NDA we discussed on our last couple calls. We have not had to use an NDA like this before (since we have not had these circumstances before) so quite a bit had to be drafted. Based on the conversation today, I'm sure you will have some suggestions or revisions which we will be happy to discuss.

Best,  
Elliott

**Elliott S. Henry**  
Senior Counsel, Regulatory  
**Southern California Gas Company | Law Department**  
**555 West 5th Street GT14E7 | Los Angeles, CA 90013**  
Tel: 213-244-8234 | Fax: 213-629-9620  
E-Mail: [EHenry@socalgas.com](mailto:EHenry@socalgas.com)



This e-mail may contain privileged, attorney-client communications and confidential information intended only for the use of the recipient(s) named above. Reading, disclosure, discussion, dissemination, distribution, or copying of this information by anyone other than the intended recipient or their employees or agents is strictly prohibited. If you have received this message in error, please immediately notify me by telephone and return the original message at the above address via the U.S. postal service. Thank you.

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**NON-DISCLOSURE AND PROTECTIVE AGREEMENT**

This Non-Disclosure and Protective Agreement (the Agreement) is effective as of the last date of the signatures below, by and between Southern California Gas Company (SoCalGas) and the Public Advocates Office at the California Public Utilities Commission (CalPA) (collectively, the Parties).

WHEREAS, certain information that SoCalGas may produce or disclose in the non-proceeding investigation, before or after the date of this Agreement, may constitute confidential, proprietary, or otherwise protected materials, including, but not limited to, information constituting trade secrets, proprietary and financial information, competitively sensitive documents, personal/private information such as employee or customer data, geographic information systems (GIS) data, and/or sensitive security or critical energy infrastructure information (CEII) (*see, e.g.*, 18 C.F.R. § 388.113(c)(1); 6 U.S.C. §131(3); 49 C.F.R. § 1520.5) (all collectively, the Protected Materials); and

WHEREAS, the level and type of real-time immediate access to SoCalGas's internal financial accounting system requested by CalPA would make it impossible for SoCalGas to mark information as confidential before being reviewed or copied by CalPA; and

WHEREAS, the Parties hereto believe that this Agreement will facilitate prompt discovery, protect legitimate confidentiality concerns, and preserve the rights of the Parties;

ACCORDINGLY, the Parties hereto agree that the following terms and conditions shall govern the use of information made available by SoCalGas to CalPA in the context of this non-proceeding investigation:

1. This Agreement shall govern access to and the use of all SAP data made available or produced by or on behalf of SoCalGas for purposes of the non-proceeding investigation or any other confidential information the Parties agree will be covered by this Agreement. The term of the Agreement shall be perpetual for CalPA to protect any Protected Materials. CalPA shall destroy copies of Protected Materials in accordance with the terms of this Agreement.

2. For purposes of this Agreement:

(a)(1) The term “Protected Materials” means the SAP information SoCalGas makes accessible to CalPA, whether or not reduced to other written or electronic form, any information contained in or obtained from such designated materials, hardcopy or electronic notes of Protected Materials, and any other hardcopy or electronic copies of Protected Materials.

(2) Because CalPA has requested remote access to SoCalGas’s SAP system, and there is no practical method of marking such information as confidential prior to providing it to CalPA, and CalPA is seeking access to the information without delay, the Parties agree that:

(a) All information on SoCalGas’s SAP system or derived from SAP that is accessed, received, or viewed by CalPA shall be preliminarily deemed confidential under Public Utilities Code § 583, General Order 66-D (GO 66-D), and D.17-09-023. Any electronic or hard copies or Notes of Protected Materials made by CalPA will be marked “PROTECTED MATERIALS” or words of similar import, such as “Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-D, and D.17-09-023,” as long as the term “Protected Materials” or “Confidential” is included in that designation to indicate that there are Protected Materials on each page. If the Protected Materials are produced in electronic form, the “PROTECTED MATERIALS” designation shall be inserted on each page as a header or footer. To the extent CalPA is unable to mark Protected Materials accordingly, CalPA will identify the information as Confidential in some other reasonable manner.

(b) Prior to any disclosure of Protected Materials to anyone other than those who have signed the Non-Disclosure Certificate, CalPA shall provide to SoCalGas the documents it intends to disclose and allow SoCalGas at least 10 business days to review the documents and mark them in compliance with GO 66-D. In the event CalPA identifies more than 100 pages of documents, the 10 business days will be expanded to a number of days that is reasonable, but at least 20 business days. CalPA reserves its right to oppose confidentiality designations through an appropriate procedure.

(c) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Protected Materials produced or converted into electronic form that are copied onto a computer network, computer hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) shall be regarded as “Electronic Notes of

Protected Materials.” Notes of Protected Materials and Electronic Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which the Parties shall certify their understanding that access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that such Parties have read the Agreement and agree to be bound by it.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) An attorney acting on behalf of CalPA;
- (2) Attorneys, paralegals, analysts, and other employees associated for purposes of the investigation with an attorney described in (1); or
- (3) An expert or an employee of an expert retained by CalPA for the purpose of advising, preparing for, or testifying in this Proceeding.

This Agreement does not constitute a waiver of SoCalGas's right to refuse to provide CalPA access to Protected Materials if grounds exist for refusing to provide such information. If CalPA disagrees with SoCalGas's refusal to provide Protected Material, the Parties may seek a resolution of the dispute in the appropriate venue.

3. Protected Materials shall be made available under the terms of this Agreement only to CalPA and only through their Reviewing Representative(s). Reviewing Representatives may not share Protected Materials with persons within their organization who are not Reviewing Representatives.

4. Protected Materials may be retained by CalPA for one year from the date of this Agreement. At that time, CalPA shall destroy all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials), except that any information CalPA has provided to SoCalGas pursuant to paragraph 2(b) may be retained. Electronic Notes of Protected Materials shall be deemed to have been destroyed at the time they have been deleted from the computer network, hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) on which they were maintained. If requested to do so, upon completion of the destruction of all such Protected Materials, CalPA

shall submit to SoCalGas an affidavit by an authorized representative stating that, to the best of their knowledge all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials) have been destroyed. Until they are destroyed, all Protected Materials shall remain subject to this Agreement.

5. All Protected Materials shall be maintained by CalPA in a secure place, and stored on a secured password protected device and/or network if electronic. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to this Agreement. CalPA represents, warrants, and covenants that security procedures and practices appropriate to the nature of confidential information are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Those security procedures and practices shall be no less protective than those under which CalPA operates.

6. Protected Materials, Notes of Protected Materials, and Electronic Notes of Protected Materials, shall be treated as confidential by CalPA and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 8. Protected Materials shall not be used except as necessary for the conduct of the investigation of the use of ratepayer funds for lobbying, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this investigation and who needs to know the information in order to carry out that person's responsibilities in the investigation. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall become Notes of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate and a copy of such executed Non-Disclosure Certificate has been provided to SoCalGas.

8. Any disputes arising under this Agreement must be resolved through the Commission ADR process or through presenting the dispute to the Chief ALJ. Prior to

presenting any dispute under this Agreement to the Chief ALJ, the Parties shall use their best efforts to resolve such dispute.

9. Except where an ALJ has indicated otherwise, all documents filed or served in a proceeding that reflect or contain Protected Materials (other than Protected Materials within data request responses and related correspondence from one party to another), including without limitation all motions, testimony, exhibits, briefs, and hearing transcripts, shall be filed or served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement. Such documents shall be marked as protected materials pursuant to Section 2(a) above, and shall be filed and/or served under seal.

10. If CalPA desires to include, utilize, or refer to any Protected Materials or information derived from Protected Materials in testimony, workpapers, or exhibits at hearing in a proceeding, CalPA shall first notify both counsel for SoCalGas and the assigned ALJ of such desire. If the Designating Party and the Assigned ALJ do not object to said use of Protected Materials, or upon a ruling by the Assigned ALJ or Commission granting said use of Protected Materials, thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

11. Nothing in this Agreement shall be construed as precluding SoCalGas from objecting to the use of Protected Materials on any legal grounds.

12. Nothing in this Agreement shall be construed as waiving the Parties' rights or obligations under Rule 11.3 of the Commission's Rules of Practice and Procedure.

13. Neither of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials. Neither of the Parties waives the right to seek additional administrative or judicial remedies after a decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. In particular, any actual or attempted release or use of Protected Materials or Notes of Protected Materials other than as contemplated under this Agreement may lead to irreparable injury which could not adequately be compensated through Commission remedies or monetary damages, and may therefore be enjoined.



14. The inadvertent disclosure of any information or documents which are subject to a claim of work product or the attorney-client privilege or materials entitled to protection under the 1<sup>st</sup> Amendment (such as those discussed in SoCalGas's December 2, 2019 Motion for Reconsideration / Appeal) shall not waive the protection of such information or documents. If CalPA becomes aware that it may have accessed such information, it will immediately notify SoCalGas. Upon written request, CalPA shall return to SoCalGas any such information or documents inadvertently disclosed, together with all copies and any notes pertaining to such information or documents.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement.

16. This Agreement shall be governed and construed according to the laws of the State of California.

17. This Agreement sets forth the complete understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, discussions, or course of conduct (oral and written). Any modification or waiver of the provisions hereof must be written, executed by both Parties, and shall not be implied by any usage of trade or course of conduct.

18. The provisions of this Agreement shall be severable, and in case any provision of this Agreement is ruled to be invalid, illegal, or unenforceable, all remaining provisions of this Agreement shall remain valid, legal, and enforceable.

19. This Agreement may be executed in separate counterparts by each party, each of which shall be fully effective as to the party executing it.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date entered below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
[SIGNATORY NAME]  
[TITLE]  
Southern California Gas Company

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**NON-DISCLOSURE CERTIFICATE**

I have been provided a copy of and have read the Non-Disclosure and Protective Agreement (the Agreement) between Southern California Gas Company (SoCalGas) and CalPA, executed in connection with the above-captioned non-proceeding investigation before the California Public Utilities Commission (the Proceeding). I agree to be bound by the Agreement and I certify my understanding that access to the Protected Materials, as that term is defined in the Agreement, is provided to me pursuant to the terms and restrictions of the Agreement. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information which copy or disclose the Protected Materials shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only in the context of the Proceeding. I will not use Protected Materials, Notes of Protected Materials, Electronic Notes of Protected Materials, and information contained therein for any other purpose or in any other regulatory proceeding, non-proceeding investigation, or judicial context. I agree to honor the confidentiality of the Protected Materials in perpetuity. Within one year of the date of the Agreement, I will destroy all Protected Materials and destroy all Notes of Protected Materials and Electronic Notes of Protected Materials and notify SoCalGas accordingly.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

# **Exhibit K**

**From:** [Jason Wilson](#)  
**To:** [Bone, Traci](#)  
**Cc:** [Ward, Alec](#); [Castello, Stephen](#); [Sierzant, Corinne M](#); [Holland, Brooke](#); [Willenken-CalPA](#)  
**Subject:** FW: NDA--small revision  
**Date:** Friday, May 29, 2020 11:27:46 AM  
**Attachments:** [CalPA Non-Proceeding NDA \(clean\).docx](#)  
[CalPA Non-Proceeding NDA \(redline\).docx](#)

---

Traci:

We made one minor change to make clear that non-public financial information is covered by the NDA. Please use this version of the NDA. If you have any questions, please let me know.

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)

**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**NON-DISCLOSURE AND PROTECTIVE AGREEMENT**

This Non-Disclosure and Protective Agreement (the Agreement) is effective as of the last date of the signatures below, by and between Southern California Gas Company (SoCalGas) and the Public Advocates Office at the California Public Utilities Commission (CalPA) (collectively, the Parties).

WHEREAS, certain information that SoCalGas may produce or disclose in the non-proceeding investigation, before or after the date of this Agreement, may constitute confidential, proprietary, or otherwise protected materials, including, but not limited to, nonpublic financial information (such as audited and unaudited financial information, regarding Sempra Energy and its subsidiaries and affiliates), other financial information, proprietary information, information constituting trade secrets, competitively sensitive documents, personal/private information such as employee or customer data, geographic information systems (GIS) data, and/or sensitive security or critical energy infrastructure information (CEII) (*see, e.g.*, 18 C.F.R. § 388.113(c)(1); 6 U.S.C. §131(3); 49 C.F.R. § 1520.5) (all collectively, the Protected Materials); and

WHEREAS, the level and type of real-time immediate access to SoCalGas's internal financial accounting system requested by CalPA would make it impossible for SoCalGas to mark information as confidential before being reviewed or copied by CalPA; and

WHEREAS, the Parties hereto believe that this Agreement will facilitate prompt discovery, protect legitimate confidentiality concerns, and preserve the rights of the Parties;

ACCORDINGLY, the Parties hereto agree that the following terms and conditions shall govern the use of information made available by SoCalGas to CalPA in the context of this non-proceeding investigation:

1. This Agreement shall govern access to and the use of all SAP data made available or produced by or on behalf of SoCalGas for purposes of the non-proceeding investigation or any other confidential information the Parties agree will be covered by this Agreement. The term of the Agreement shall be perpetual for CalPA to protect any Protected Materials. CalPA shall destroy copies of Protected Materials in accordance with the terms of this Agreement.

2. For purposes of this Agreement:

(a)(1) The term “Protected Materials” means the SAP information SoCalGas makes accessible to CalPA, whether or not reduced to other written or electronic form, any information contained in or obtained from such designated materials, hardcopy or electronic notes of Protected Materials, and any other hardcopy or electronic copies of Protected Materials.

(2) Because CalPA has requested remote access to SoCalGas’s SAP system, and there is no practical method of marking such information as confidential prior to providing it to CalPA, and CalPA is seeking access to the information without delay, the Parties agree that:

(a) All information on SoCalGas’s SAP system or derived from SAP that is accessed, received, or viewed by CalPA shall be preliminarily deemed confidential under Public Utilities Code § 583, General Order 66-D (GO 66-D), and D.17-09-023. Any electronic or hard copies or Notes of Protected Materials made by CalPA will be marked “PROTECTED MATERIALS” or words of similar import, such as “Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-D, and D.17-09-023,” as long as the term “Protected Materials” or “Confidential” is included in that designation to indicate that there are Protected Materials on each page. If the Protected Materials are produced in electronic form, the “PROTECTED MATERIALS” designation shall be inserted on each page as a header or footer. To the extent CalPA is unable to mark Protected Materials accordingly, CalPA will identify the information as Confidential in some other reasonable manner.

(b) Prior to any disclosure of Protected Materials to anyone other than those who have signed the Non-Disclosure Certificate, CalPA shall provide to SoCalGas the documents it intends to disclose and allow SoCalGas at least 10 business days to review the documents and mark them in compliance with GO 66-D. In the event CalPA identifies more than 100 pages of documents, the 10 business days will be expanded to a number of days that is reasonable, but at least 20 business days. CalPA reserves its right to oppose confidentiality designations through an appropriate procedure.

(c) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Protected Materials produced or converted into electronic form that are copied onto a computer network, computer hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-

discs, diskettes, zip drives, and other storage devices) shall be regarded as “Electronic Notes of Protected Materials.” Notes of Protected Materials and Electronic Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which the Parties shall certify their understanding that access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that such Parties have read the Agreement and agree to be bound by it.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) An attorney acting on behalf of CalPA;
- (2) Attorneys, paralegals, analysts, and other employees associated for purposes of the investigation with an attorney described in (1); or
- (3) An expert or an employee of an expert retained by CalPA for the purpose of advising, preparing for, or testifying in this Proceeding.

This Agreement does not constitute a waiver of SoCalGas’s right to refuse to provide CalPA access to Protected Materials if grounds exist for refusing to provide such information. If CalPA disagrees with SoCalGas’s refusal to provide Protected Material, the Parties may seek a resolution of the dispute in the appropriate venue.

3. Protected Materials shall be made available under the terms of this Agreement only to CalPA and only through their Reviewing Representative(s). Reviewing Representatives may not share Protected Materials with persons within their organization who are not Reviewing Representatives.

4. Protected Materials may be retained by CalPA for one year from the date of this Agreement. At that time, CalPA shall destroy all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials), except that any information CalPA has provided to SoCalGas pursuant to paragraph 2(b) may be retained. Electronic Notes of Protected Materials shall be deemed to have been destroyed at the time they have been deleted from the computer network, hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) on which they were maintained. If



requested to do so, upon completion of the destruction of all such Protected Materials, CalPA shall submit to SoCalGas an affidavit by an authorized representative stating that, to the best of their knowledge all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials) have been destroyed. Until they are destroyed, all Protected Materials shall remain subject to this Agreement.

5. All Protected Materials shall be maintained by CalPA in a secure place, and stored on a secured password protected device and/or network if electronic. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to this Agreement. CalPA represents, warrants, and covenants that security procedures and practices appropriate to the nature of confidential information are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Those security procedures and practices shall be no less protective than those under which CalPA operates.

6. Protected Materials, Notes of Protected Materials, and Electronic Notes of Protected Materials, shall be treated as confidential by CalPA and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 8. Protected Materials shall not be used except as necessary for the conduct of the investigation of the use of ratepayer funds for lobbying, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this investigation and who needs to know the information in order to carry out that person's responsibilities in the investigation. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall become Notes of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate and a copy of such executed Non-Disclosure Certificate has been provided to SoCalGas.

8. Any disputes arising under this Agreement must be resolved through the Commission ADR process or through presenting the dispute to the Chief ALJ. Prior to

presenting any dispute under this Agreement to the Chief ALJ, the Parties shall use their best efforts to resolve such dispute.

9. Except where an ALJ has indicated otherwise, all documents filed or served in a proceeding that reflect or contain Protected Materials (other than Protected Materials within data request responses and related correspondence from one party to another), including without limitation all motions, testimony, exhibits, briefs, and hearing transcripts, shall be filed or served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement. Such documents shall be marked as protected materials pursuant to Section 2(a) above, and shall be filed and/or served under seal.

10. If CalPA desires to include, utilize, or refer to any Protected Materials or information derived from Protected Materials in testimony, workpapers, or exhibits at hearing in a proceeding, CalPA shall first notify both counsel for SoCalGas and the assigned ALJ of such desire. If the Designating Party and the Assigned ALJ do not object to said use of Protected Materials, or upon a ruling by the Assigned ALJ or Commission granting said use of Protected Materials, thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

11. Nothing in this Agreement shall be construed as precluding SoCalGas from objecting to the use of Protected Materials on any legal grounds.

12. Nothing in this Agreement shall be construed as waiving the Parties' rights or obligations under Rule 11.3 of the Commission's Rules of Practice and Procedure.

13. Neither of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials. Neither of the Parties waives the right to seek additional administrative or judicial remedies after a decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. In particular, any actual or attempted release or use of Protected Materials or Notes of Protected Materials other than as contemplated under this Agreement may lead to irreparable injury which could not adequately be compensated through Commission remedies or monetary damages, and may therefore be enjoined.

14. The inadvertent disclosure of any information or documents which are subject to a claim of work product or the attorney-client privilege or materials entitled to protection under the 1<sup>st</sup> Amendment (such as those discussed in SoCalGas's December 2, 2019 Motion for Reconsideration / Appeal) shall not waive the protection of such information or documents. If CalPA becomes aware that it may have accessed such information, it will immediately notify SoCalGas. Upon written request, CalPA shall return to SoCalGas any such information or documents inadvertently disclosed, together with all copies and any notes pertaining to such information or documents.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement.

16. This Agreement shall be governed and construed according to the laws of the State of California.

17. This Agreement sets forth the complete understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, discussions, or course of conduct (oral and written). Any modification or waiver of the provisions hereof must be written, executed by both Parties, and shall not be implied by any usage of trade or course of conduct.

18. The provisions of this Agreement shall be severable, and in case any provision of this Agreement is ruled to be invalid, illegal, or unenforceable, all remaining provisions of this Agreement shall remain valid, legal, and enforceable.

19. This Agreement may be executed in separate counterparts by each party, each of which shall be fully effective as to the party executing it.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date entered below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
[SIGNATORY NAME]  
[TITLE]  
Southern California Gas Company

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**NON-DISCLOSURE CERTIFICATE**

I have been provided a copy of and have read the Non-Disclosure and Protective Agreement (the Agreement) between Southern California Gas Company (SoCalGas) and CalPA, executed in connection with the above-captioned non-proceeding investigation before the California Public Utilities Commission (the Proceeding). I agree to be bound by the Agreement and I certify my understanding that access to the Protected Materials, as that term is defined in the Agreement, is provided to me pursuant to the terms and restrictions of the Agreement. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information which copy or disclose the Protected Materials shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only in the context of the Proceeding. I will not use Protected Materials, Notes of Protected Materials, Electronic Notes of Protected Materials, and information contained therein for any other purpose or in any other regulatory proceeding, non-proceeding investigation, or judicial context. I agree to honor the confidentiality of the Protected Materials in perpetuity. Within one year of the date of the Agreement, I will destroy all Protected Materials and destroy all Notes of Protected Materials and Electronic Notes of Protected Materials and notify SoCalGas accordingly.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**NON-DISCLOSURE AND PROTECTIVE AGREEMENT**

This Non-Disclosure and Protective Agreement (the Agreement) is effective as of the last date of the signatures below, by and between Southern California Gas Company (SoCalGas) and the Public Advocates Office at the California Public Utilities Commission (CalPA) (collectively, the Parties).

WHEREAS, certain information that SoCalGas may produce or disclose in the non-proceeding investigation, before or after the date of this Agreement, may constitute confidential, proprietary, or otherwise protected materials, including, but not limited to, [nonpublic financial information \(such as audited and unaudited financial information, regarding Sempra Energy and its subsidiaries and affiliates\)](#), other financial information, proprietary information, information constituting trade secrets, competitively sensitive documents, personal/private information such as employee or customer data, geographic information systems (GIS) data, and/or sensitive security or critical energy infrastructure information (CEII) (*see, e.g.*, 18 C.F.R. § 388.113(c)(1); 6 U.S.C. §131(3); 49 C.F.R. § 1520.5) (all collectively, the Protected Materials); and

WHEREAS, the level and type of real-time immediate access to SoCalGas's internal financial accounting system requested by CalPA would make it impossible for SoCalGas to mark information as confidential before being reviewed or copied by CalPA; and

WHEREAS, the Parties hereto believe that this Agreement will facilitate prompt discovery, protect legitimate confidentiality concerns, and preserve the rights of the Parties;

ACCORDINGLY, the Parties hereto agree that the following terms and conditions shall govern the use of information made available by SoCalGas to CalPA in the context of this non-proceeding investigation:

1. This Agreement shall govern access to and the use of all SAP data made available or produced by or on behalf of SoCalGas for purposes of the non-proceeding investigation or any other confidential information the Parties agree will be covered by this Agreement. The term of the Agreement shall be perpetual for CalPA to protect any Protected Materials. CalPA shall destroy copies of Protected Materials in accordance with the terms of this Agreement.

2. For purposes of this Agreement:

(a)(1) The term “Protected Materials” means the SAP information SoCalGas makes accessible to CalPA, whether or not reduced to other written or electronic form, any information contained in or obtained from such designated materials, hardcopy or electronic notes of Protected Materials, and any other hardcopy or electronic copies of Protected Materials.

(2) Because CalPA has requested remote access to SoCalGas’s SAP system, and there is no practical method of marking such information as confidential prior to providing it to CalPA, and CalPA is seeking access to the information without delay, the Parties agree that:

(a) All information on SoCalGas’s SAP system or derived from SAP that is accessed, received, or viewed by CalPA shall be preliminarily deemed confidential under Public Utilities Code § 583, General Order 66-D (GO 66-D), and D.17-09-023. Any electronic or hard copies or Notes of Protected Materials made by CalPA will be marked “PROTECTED MATERIALS” or words of similar import, such as “Confidential and Protected Materials Pursuant to PUC Section 583, GO 66-D, and D.17-09-023,” as long as the term “Protected Materials” or “Confidential” is included in that designation to indicate that there are Protected Materials on each page. If the Protected Materials are produced in electronic form, the “PROTECTED MATERIALS” designation shall be inserted on each page as a header or footer. To the extent CalPA is unable to mark Protected Materials accordingly, CalPA will identify the information as Confidential in some other reasonable manner.

(b) Prior to any disclosure of Protected Materials to anyone other than those who have signed the Non-Disclosure Certificate, CalPA shall provide to SoCalGas the documents it intends to disclose and allow SoCalGas at least 10 business days to review the documents and mark them in compliance with GO 66-D. In the event CalPA identifies more than 100 pages of documents, the 10 business days will be expanded to a number of days that is reasonable, but at least 20 business days. CalPA reserves its right to oppose confidentiality designations through an appropriate procedure.

(c) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Protected Materials. Protected Materials produced or converted into electronic form that are copied onto a computer network, computer hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-

discs, diskettes, zip drives, and other storage devices) shall be regarded as “Electronic Notes of Protected Materials.” Notes of Protected Materials and Electronic Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which the Parties shall certify their understanding that access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that such Parties have read the Agreement and agree to be bound by it.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) An attorney acting on behalf of CalPA;
- (2) Attorneys, paralegals, analysts, and other employees associated for purposes of the investigation with an attorney described in (1); or
- (3) An expert or an employee of an expert retained by CalPA for the purpose of advising, preparing for, or testifying in this Proceeding.

This Agreement does not constitute a waiver of SoCalGas’s right to refuse to provide CalPA access to Protected Materials if grounds exist for refusing to provide such information. If CalPA disagrees with SoCalGas’s refusal to provide Protected Material, the Parties may seek a resolution of the dispute in the appropriate venue.

3. Protected Materials shall be made available under the terms of this Agreement only to CalPA and only through their Reviewing Representative(s). Reviewing Representatives may not share Protected Materials with persons within their organization who are not Reviewing Representatives.

4. Protected Materials may be retained by CalPA for one year from the date of this Agreement. At that time, CalPA shall destroy all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials), except that any information CalPA has provided to SoCalGas pursuant to paragraph 2(b) may be retained. Electronic Notes of Protected Materials shall be deemed to have been destroyed at the time they have been deleted from the computer network, hard drives, or any other non-hardcopy medium (including, without limitation, electronic, magnetic, and optical backup copies, CDs, DVDs, data sticks/cards, mini-discs, diskettes, zip drives, and other storage devices) on which they were maintained. If



requested to do so, upon completion of the destruction of all such Protected Materials, CalPA shall submit to SoCalGas an affidavit by an authorized representative stating that, to the best of their knowledge all Protected Materials (including Notes of Protected Materials and Electronic Notes of Protected Materials) have been destroyed. Until they are destroyed, all Protected Materials shall remain subject to this Agreement.

5. All Protected Materials shall be maintained by CalPA in a secure place, and stored on a secured password protected device and/or network if electronic. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to this Agreement. CalPA represents, warrants, and covenants that security procedures and practices appropriate to the nature of confidential information are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Those security procedures and practices shall be no less protective than those under which CalPA operates.

6. Protected Materials, Notes of Protected Materials, and Electronic Notes of Protected Materials, shall be treated as confidential by CalPA and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 8. Protected Materials shall not be used except as necessary for the conduct of the investigation of the use of ratepayer funds for lobbying, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this investigation and who needs to know the information in order to carry out that person's responsibilities in the investigation. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall become Notes of Protected Materials.

7. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate and a copy of such executed Non-Disclosure Certificate has been provided to SoCalGas.

8. Any disputes arising under this Agreement must be resolved through the Commission ADR process or through presenting the dispute to the Chief ALJ. Prior to

presenting any dispute under this Agreement to the Chief ALJ, the Parties shall use their best efforts to resolve such dispute.

9. Except where an ALJ has indicated otherwise, all documents filed or served in a proceeding that reflect or contain Protected Materials (other than Protected Materials within data request responses and related correspondence from one party to another), including without limitation all motions, testimony, exhibits, briefs, and hearing transcripts, shall be filed or served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Agreement. Such documents shall be marked as protected materials pursuant to Section 2(a) above, and shall be filed and/or served under seal.

10. If CalPA desires to include, utilize, or refer to any Protected Materials or information derived from Protected Materials in testimony, workpapers, or exhibits at hearing in a proceeding, CalPA shall first notify both counsel for SoCalGas and the assigned ALJ of such desire. If the Designating Party and the Assigned ALJ do not object to said use of Protected Materials, or upon a ruling by the Assigned ALJ or Commission granting said use of Protected Materials, thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

11. Nothing in this Agreement shall be construed as precluding SoCalGas from objecting to the use of Protected Materials on any legal grounds.

12. Nothing in this Agreement shall be construed as waiving the Parties' rights or obligations under Rule 11.3 of the Commission's Rules of Practice and Procedure.

13. Neither of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials. Neither of the Parties waives the right to seek additional administrative or judicial remedies after a decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. In particular, any actual or attempted release or use of Protected Materials or Notes of Protected Materials other than as contemplated under this Agreement may lead to irreparable injury which could not adequately be compensated through Commission remedies or monetary damages, and may therefore be enjoined.

14. The inadvertent disclosure of any information or documents which are subject to a claim of work product or the attorney-client privilege or materials entitled to protection under the 1<sup>st</sup> Amendment (such as those discussed in SoCalGas's December 2, 2019 Motion for Reconsideration / Appeal) shall not waive the protection of such information or documents. If CalPA becomes aware that it may have accessed such information, it will immediately notify SoCalGas. Upon written request, CalPA shall return to SoCalGas any such information or documents inadvertently disclosed, together with all copies and any notes pertaining to such information or documents.

15. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement.

16. This Agreement shall be governed and construed according to the laws of the State of California.

17. This Agreement sets forth the complete understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings, discussions, or course of conduct (oral and written). Any modification or waiver of the provisions hereof must be written, executed by both Parties, and shall not be implied by any usage of trade or course of conduct.

18. The provisions of this Agreement shall be severable, and in case any provision of this Agreement is ruled to be invalid, illegal, or unenforceable, all remaining provisions of this Agreement shall remain valid, legal, and enforceable.

19. This Agreement may be executed in separate counterparts by each party, each of which shall be fully effective as to the party executing it.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date entered below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
[SIGNATORY NAME]  
[TITLE]  
Southern California Gas Company

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**NON-DISCLOSURE CERTIFICATE**

I have been provided a copy of and have read the Non-Disclosure and Protective Agreement (the Agreement) between Southern California Gas Company (SoCalGas) and CalPA, executed in connection with the above-captioned non-proceeding investigation before the California Public Utilities Commission (the Proceeding). I agree to be bound by the Agreement and I certify my understanding that access to the Protected Materials, as that term is defined in the Agreement, is provided to me pursuant to the terms and restrictions of the Agreement. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information which copy or disclose the Protected Materials shall not be disclosed to anyone other than in accordance with the Agreement and shall be used only in the context of the Proceeding. I will not use Protected Materials, Notes of Protected Materials, Electronic Notes of Protected Materials, and information contained therein for any other purpose or in any other regulatory proceeding, non-proceeding investigation, or judicial context. I agree to honor the confidentiality of the Protected Materials in perpetuity. Within one year of the date of the Agreement, I will destroy all Protected Materials and destroy all Notes of Protected Materials and Electronic Notes of Protected Materials and notify SoCalGas accordingly.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

# **Exhibit L**

**From:** [Jason Wilson](#)  
**To:** [Bone, Traci](#); [Ward, Alec](#); [Castello, Stephen](#)  
**Cc:** [Holland, Brooke](#); [Sierzant, Corinne M](#); [Willenken-CalPA](#)  
**Subject:** Remote Access to SAP  
**Date:** Friday, May 29, 2020 4:18:30 PM

---

Traci,

As promised, SAP Access is live for the users that you've requested. Corinne Sierzant will send credentials as soon as Cal Advocates signs the NDA and provides us with the users' non-disclosure certificates. (As you know, the parties agreed to having an NDA in place and the draft NDA was sent to you on May 18, 2020). If we do not receive the NDA documents by 5 pm today, then access will have to be delayed until Monday morning. Please note that the network will be unavailable for system updates from 10 PM on Saturday, 5/30 through 5 AM on Sunday, 5/31.

We have looked into the support available to our users. Standard support is available Monday to Friday from 8 AM to 5 PM. Only emergency support is available outside of that time. Accordingly, we will provide Cal Advocates' SAP users access assistance Monday to Friday during from 8 AM to 5PM. However, the remote access to SAP should be available after hours and during weekends/holidays unless there is an outage or maintenance.

Ping Ng ([PNg@socalgas.com](mailto:PNg@socalgas.com), 213-231-8850) will be your contact for questions related to SAP. You can email Corinne ([CSierzant@socalgas.com](mailto:CSierzant@socalgas.com), 215-290-3144) for IT questions, and she'll direct them to the appropriate team member for resolution.

To protect our privileged information and First Amendment rights, information and transaction details (invoice transactions and accounting journal entries) pertaining to our outside counsel firms and also vendors performing 100% shareholder activities have been programmatically excluded from the display list.

There is one accounting journal entry referencing 100% shareholder work, but which also references non-shareholder work. This has likewise been excluded from the display list. However, we will provide a PDF of this journal entry redacting the identity of the 100% shareholder-funded entity by early next week.

As a matter of routine, and to support the production of our monthly financial statements that present fairly our financial position and results of operations in all material respects, a series of procedures, processes, and controls are followed each month for the previous fiscal month. Until those procedures, processes, and controls for the fiscal month are completed, all transactions for that fiscal month will also be excluded from the display list. As such, these activities will not be displayed until the end of the following month. This process also allows time to protect information in the two categories we are restricting access to where there may be new vendors/firms to protect or other potential complications with related entries. Further, it should be noted that while certain costs are currently recorded to certain cost centers in SAP, it does not mean that the costs will be requested for recovery from ratepayers, as noted in the TY2019 GRC workpapers. During the development of the GRC forecasts, it is

sometimes necessary to remove incurred costs to further ensure that ratepayers are not funding activities that should be borne by shareholders.

If you have any questions, please feel free to contact me.

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)

**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)



# **Exhibit M**

**From:** [Bone, Traci](#)  
**To:** [Sierzant, Corinne M](#); [Ward, Alec](#); [Castello, Stephen](#); [Henry, Elliott S](#); [Holland, Brooke](#); [Jason Wilson](#); [Sherin Varghese](#)  
**Subject:** RE: Meet & Confer  
**Date:** Friday, May 22, 2020 7:59:22 AM

---

Please cancel today's scheduled conference call.

In lieu of a conference call, Cal Advocates demands that SoCalGas to provide full read-only remote access to all of its accounts and records today. Any specifics that need to be addressed to facilitate the provision of that access should be set forth in writing to the Cal Advocates Team.

Cal Advocates also demands that SoCalGas provide all outstanding discovery that has been the subject of the prior conference calls.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
[tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

-----Original Appointment-----

**From:** Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>  
**Sent:** Wednesday, May 13, 2020 2:07 PM  
**To:** Sierzant, Corinne M; Ward, Alec; Bone, Traci; Castello, Stephen; Henry, Elliott S; Holland, Brooke; Jason Wilson; Sherin Varghese  
**Subject:** Meet & Confer  
**When:** Friday, May 22, 2020 11:30 AM-1:00 PM (UTC-08:00) Pacific Time (US & Canada).  
**Where:** Skype Meeting

---

## [Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

Join by phone

Toll number: +1 (858) 284-1506,,641365348# (Dial-in Number)

English (United States)

[Find a local number](#)

Conference ID: 641365348

[Forgot your dial-in PIN?](#) | [Help](#)

---

# **Exhibit N**

**From:** [Bone, Traci](#)  
**To:** [Jason Wilson](#); [Sierzant, Corinne M](#); [Ward, Alec](#); [Castello, Stephen](#); [Henry, Elliott S](#); [Holland, Brooke](#); [Sherin Varghese](#); [Willenken-CalPA](#)  
**Subject:** RE: Meet & Confer  
**Date:** Thursday, May 28, 2020 8:11:41 AM

---

Jason:

Thank you for your inquiry regarding this Friday's pre-scheduled conference call between SoCalGas and CalAdvocates. Given the current situation, wherein SoCalGas moved without notice to CalAdvocates, and out of time, to partially quash the subpoena and supplement its 1<sup>st</sup> Amendment Motion for Reconsideration, we understandably feel that the conference calls were merely a way for SoCalGas to obtain additional extensions and ultimately delay its discovery production indefinitely. Indeed, SoCalGas has failed to fully response to data requests that have been pending since December and February, among other deficiencies.

Given these concerns, CalAdvocates proposes that SoCalGas provide the "comprehensive list of where we stand on outstanding discovery matters" to CalAdvocates in writing in lieu of the scheduled conference call.

CalAdvocates proposes to hold next Friday's pre-scheduled call on our calendars, and we can determine whether or not to continue with the call later next week.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
[tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

---

**From:** Jason Wilson <[jwilson@willenken.com](mailto:jwilson@willenken.com)>  
**Sent:** Tuesday, May 26, 2020 11:17 AM  
**To:** Bone, Traci <[traci.bone@cpuc.ca.gov](mailto:traci.bone@cpuc.ca.gov)>; Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>; Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Sherin Varghese <[svarghese@willenken.com](mailto:svarghese@willenken.com)>; Willenken-CalPA <[willenken-calpa@willenken.com](mailto:willenken-calpa@willenken.com)>  
**Subject:** RE: Meet & Confer

Traci:

We hope you had a good holiday weekend. SoCalGas is disappointed that you canceled the meet and confer scheduled for last Friday. We believe these meet and confer telephonic conferences have been useful. They have resolved some disputes and allowed the parties to move forward on many issues. For example, your decision to ask for specific LATS entries related to particular parties has allowed a faster turnaround of the information you appear to be most interested in.

We plan to provide you with a comprehensive list of where we stand on outstanding discovery

matters later this week in advance of our meet and confer scheduled for this Friday, assuming it is still on. Please let us know if it is.

All the best,

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)

**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)

---

**From:** Bone, Traci <[traci.bone@cpuc.ca.gov](mailto:traci.bone@cpuc.ca.gov)>

**Sent:** Friday, May 22, 2020 7:59 AM

**To:** Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>; Ward, Alec <[Alec.Ward@cpuc.ca.gov](mailto:Alec.Ward@cpuc.ca.gov)>; Castello, Stephen <[Stephen.Castello@cpuc.ca.gov](mailto:Stephen.Castello@cpuc.ca.gov)>; Henry, Elliott S <[EHenry@socalgas.com](mailto:EHenry@socalgas.com)>; Holland, Brooke <[AHolland@socalgas.com](mailto:AHolland@socalgas.com)>; Jason Wilson <[jwilson@willenken.com](mailto:jwilson@willenken.com)>; Sherin Varghese <[svarghese@willenken.com](mailto:svarghese@willenken.com)>

**Subject:** RE: Meet & Confer

Please cancel today's scheduled conference call.

In lieu of a conference call, Cal Advocates demands that SoCalGas to provide full read-only remote access to all of its accounts and records today. Any specifics that need to be addressed to facilitate the provision of that access should be set forth in writing to the Cal Advocates Team.

Cal Advocates also demands that SoCalGas provide all outstanding discovery that has been the subject of the prior conference calls.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
[tbo@cpuc.ca.gov](mailto:tbo@cpuc.ca.gov)

-----Original Appointment-----

**From:** Sierzant, Corinne M <[CSierzant@socalgas.com](mailto:CSierzant@socalgas.com)>

**Sent:** Wednesday, May 13, 2020 2:07 PM

**To:** Sierzant, Corinne M; Ward, Alec; Bone, Traci; Castello, Stephen; Henry, Elliott S; Holland, Brooke; Jason Wilson; Sherin Varghese

**Subject:** Meet & Confer

**When:** Friday, May 22, 2020 11:30 AM-1:00 PM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Skype Meeting

---

## [Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

### Join by phone

Toll number: +1 (858) 284-1506,,641365348# (Dial-in Number)

English (United States)

[Find a local number](#)

Conference ID: 641365348

[Forgot your dial-in PIN?](#) | [Help](#)

---

# Exhibit O

**From:** [Bone, Traci](#)  
**To:** [Jason Wilson](#)  
**Cc:** [Ward, Alec](#); [Castello, Stephen](#); [Holland, Brooke](#); [Sierzant, Corinne M](#)  
**Subject:** RE: Meet and Confer Today at 11:30 am  
**Date:** Friday, June 5, 2020 10:51:25 AM

---

Jason: Thanks for the reminder about our pre-scheduled meet and confer. Given the parties' litigation positions and inability to resolve them over the last seven meetings, we do not believe a meet and confer is appropriate or necessary at this time.

My apologies for the late notice.

Traci Bone, Attorney  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
Work: (415) 703-2048  
Cell: (415) 713-3599  
tbo@cpuc.ca.gov

---

**From:** Jason Wilson <jwilson@willenken.com>  
**Sent:** Friday, June 05, 2020 10:08 AM  
**To:** Bone, Traci <traci.bone@cpuc.ca.gov>  
**Cc:** Ward, Alec <Alec.Ward@cpuc.ca.gov>; Castello, Stephen <Stephen.Castello@cpuc.ca.gov>; Holland, Brooke <AHolland@socalgas.com>; Sierzant, Corinne M <CSierzant@socalgas.com>  
**Subject:** Meet and Confer Today at 11:30 am

Traci:

We assume our meet and confer at 11:30 am is still on schedule. We look forward to talking to you then.

Jason



**Jason H. Wilson**

Direct: 213.955.8020 | Fax: 213.955.9250 | [jwilson@willenken.com](mailto:jwilson@willenken.com) | [www.linkedin.com/in/jason-h-wilson](http://www.linkedin.com/in/jason-h-wilson)  
**WILLENKEN LLP** | 707 Wilshire Blvd. | Suite 3850 | Los Angeles, CA 90017 | [willenken.com](http://willenken.com)

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Willenken LLP. Unauthorized use, disclosure, or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return email and destroy this communication and all copies thereof, including all attachments.



# **Exhibit P**



**Public Advocates Office**  
California Public Utilities Commission

505 Van Ness Avenue  
San Francisco, CA 94102  
Phone: (415) 703-2544  
Fax: (415) 703-2057

<http://publicadvocates.cpuc.ca.gov>

**PUBLIC ADVOCATES OFFICE DATA REQUEST**  
**No. CalAdvocates-TB-SCG-2020-04**  
**Not In A Proceeding**

**Date Issued: June 30, 2020**

**Date Due: July 10, 2020**

**To: Corinne Sierzant** Phone: (213) 244-5354  
Regulatory Affairs for SoCalGas Email: CSierzant@semprautilities.com

**Elliott S. Henry** Phone: (213) 244-8234  
Attorney for SoCalGas Email: EHenry@socalgas.com

**Stacy Van Goor** Email: SVanGoor@sempra.com  
Sempra Energy

**Jason H. Wilson** Email: [jwilson@willenken.com](mailto:jwilson@willenken.com)  
Outside Counsel for SoCalGas Phone: 213.955.8020

**From: Traci Bone** Phone: (415) 713-3599  
Attorney for the Email: Traci.Bone@cpuc.ca.gov  
Public Advocates Office

**Alec Ward** Phone: (415) 703-2325  
Analyst for the Email: Alec.Ward@cpuc.ca.gov  
Public Advocates Office

**Stephen Castello** Phone: (415) 703-1063  
Analyst for the Email: Stephen.Castello@cpuc.ca.gov  
Public Advocates Office

## INSTRUCTIONS<sup>1</sup>

### **General:**

You are instructed to answer the following Data Requests with written, verified responses pursuant to, without limitation, Public Utilities Code §§ 309.5(e), 311(a), 314, 314.5(a), 581, 582, 584, 701 and 702 and Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure within ten (10) business days. Note that Public Utilities Code § 581 requires you to provide the information in the form and detail that we request and failure to do so may result in fines or other penalties.

Each Data Request is continuing in nature. Provide your response as it becomes available, but no later than the due date noted above. If you are unable to provide a response by the due date, notify the Public Advocates Office within five (5) business days, with a written explanation as to why the response date cannot be met and a best estimate of when the information can be provided. If you acquire additional information after providing an answer to any request, you must supplement your response following the receipt of such additional information.

This data request does not diminish or excuse any pending written or oral data requests to you.

The Public Advocates Offices expects you to respond to this data request in a timely manner and with the highest level of candor

### **Responses:**

Responses shall restate the text of each question prior to providing the response, identify the person providing the answer to each question and his/her contact information, identify all documents provided in response to the question, and clearly mark such documents with the data request and question number they are responsive to.

Responses should be provided both in the original electronic format, if available, and in hard copy. (If available in Word format, send the Word document and do not send the information as a PDF file.) All electronic documents submitted in response to this data request should be in readable, downloadable, printable, and searchable formats, unless use of such formats is infeasible. Each page should be numbered. If any of your answers refer to or reflect calculations, provide a copy of the supporting electronic files that were used to derive such calculations, such as Excel-compatible spreadsheets or computer programs, with data and formulas intact and functioning. Documents produced in response to the data requests should be Bates-numbered, and indexed if voluminous.

---

<sup>1</sup> Because SoCalGas has routinely failed to comply with the Instructions provided in the data requests in this investigation, portions of these Instructions are highlighted to bring your attention to the Instructions. Cal Advocates' expects that you will comply with all of the Instructions, including those that are highlighted.

### **Requests for Clarification:**

If a request, definition, or an instruction, is unclear, notify the people listed above in writing within five (5) business days, including a specific description of what you find unclear and why, and a proposal for resolving the issue. In any event, unless directly otherwise by the people listed above, answer the request to the fullest extent possible, explain why you are unable to answer in full, and describe the limitations of your response.

### **Objections:**

If you object to any of portion of this Data Request, please submit specific objections, including the specific legal basis for the objection, to the people listed above within five (5) business days.

### **Assertions of Privilege:**

If you assert any privilege for documents responsive to this data request, please notify Cal Advocates of your intent to make such claims within five (5) business days, and provide a privilege log no later than the due date of this data request, including: (a) a summary description of the document; (b) the date of the document; (c) the name of each author or preparer; (d) the name of each person who received the document; and (e) the legal basis for withholding the document.

### **Assertions of Confidentiality:**

If you assert confidentiality for any of the information provided, please identify the information that is confidential with highlights and provide a specific explanation of the basis for each such assertion. No confidential information should be blacked out. Assertions of confidentiality will be carefully scrutinized and are likely to be challenged absent a strong showing of the legal basis and need for confidentiality.

### **Signed Declaration:**

The data response shall include a signed declaration from a responsible officer or an attorney under penalty of perjury that you have used all reasonable diligence in preparation of the data response, and that to the best of their knowledge, it is true and complete.

In addition, any claim of confidentiality or privilege shall be supported by a declaration from your attorney under penalty of perjury stating that your attorney is familiar with the relevant case law and statutes pertaining to claims of confidentiality and privilege such that there is a good faith basis for the claim.

## DEFINITIONS

- A. As used herein, the terms “you,” “your(s),” “Company,” “SCG,” and “SoCalGas” and mean Southern California Gas Company and any and all of its respective present and former employees, agents, consultants, attorneys, officials, and any and all other persons acting on its behalf, including its parent, Sempra Energy Company.
- B. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these Data Requests any information or documents which might otherwise be considered to be beyond their scope.
- C. Date ranges shall be construed to include the beginning and end dates named. For example, the phrases “from January 1 to January 31,” “January 1-31,” “January 1 to 31,” and “January 1 through January 31” should be understood to include both the 1<sup>st</sup> of January and the 31<sup>st</sup> of January. Likewise, phrases such as “since January 1” and “from January 1 to the present” should be understood to include January 1<sup>st</sup>, and phrases such as “until January 31,” “through January 31,” and “up to January 31” should also be understood to include the 31<sup>st</sup>.
- D. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular whenever appropriate in order to bring within the scope of these Data Requests any information or documents which might otherwise be considered to be beyond their scope.
- E. The term “communications” includes all verbal and written communications of every kind, including but not limited to telephone calls, conferences, notes, correspondence, and all memoranda concerning the requested communications. Where communications are not in writing, provide copies of all memoranda and documents made relating to the requested communication and describe in full the substance of the communication to the extent that the substance is not reflected in the memoranda and documents provided.
- F. The term “document” shall include, without limitation, all writings and records of every type in your possession, control, or custody, whether printed or reproduced by any process, including documents sent and received by electronic mail, or written or produced by hand.
- G. “Relate to,” “concern,” and similar terms and phrases shall mean consist of, refer to, reflect, comprise, discuss, underlie, comment upon, form the basis for, analyze, mention, or be connected with, in any way, the subject of these Data Requests.

H. When requested to “state the basis” for any analysis (including studies and workpapers), proposal, assertion, assumption, description, quantification, or conclusion, please describe every fact, statistic, inference, supposition, estimate, consideration, conclusion, study, and analysis known to you which you believe to support the analysis, proposal, assertion, assumption, description, quantification, or conclusion, or which you contend to be evidence of the truth or accuracy thereof.

I. Terms related in any way to “lobbying,” lobbyist,” “lobbying firm” and “lobbyist employer” shall, without limitation, be construed broadly and, without limitation, to be inclusive of how those terms are described in the Sempra Energy Political Activities Policy (Policy) and the training materials related to the Policy.<sup>2</sup>

---

<sup>2</sup> The Sempra Energy Political Activities Policy defines lobbying broadly on page 3 as: “any action intended to influence legislative or administrative action, including activities to influence government officials, political parties, or ballot measures. Lobbyists can be individual employees or the company that employees them, referred to as a Lobbyist-Employer.”

## DATA REQUEST

1. For every SoCalGas or Sempra Energy Company (Sempra) account identified in response to the questions below, please provide all journal entries and Journal Entry Request Forms from January 1, 2015 to the present. Because this data request is continuing in nature pursuant to the General Instructions above, going forward, as new Journal Entries are made to any of these accounts, or Journal Entry Request Forms are created, they should be provided to Cal Advocates pursuant to this data request within 10 business days of the journal entry being made. To the extent you claim attorney/client communication or attorney work product privilege for the Journal Entries or the Journal Entry Request Forms, please provide a privilege log consistent with the Instructions set forth above and no later than the due date of this data request.
2. Please provide the confidential version of SoCalGas' 2019 GO77-M report, which should have been submitted to the CPUC on or before May 31, 2020. As this was an outstanding data request, please explain why it has not already been provided to Cal Advocates consistent with the continuing nature of data requests in this investigation.
3. Please list all account names and numbers that were excluded from Cal Advocates review of SoCalGas' SAP system through the "custom software solution" described on pages 1 and 2 in SoCalGas' May 22, 2020 substitute Motion to Quash.<sup>3</sup>

## **SOCALGAS/SEMPRA FINANCIAL SUPPORT OF THIRD PARTIES**

4. Please provide the following information available to Sempra and/or SoCalGas regarding the entity Bracewell LLP - <https://bracewell.com/>
  - a. A narrative of the relationship between or among Sempra, SoCalGas, and the entity;
  - b. The date and amount of any payments or donations made to the entity by Sempra and/or SoCalGas between January 1, 2015 and today.
  - c. The Sempra and/or SoCalGas identification number for the entity;
  - d. All contracts in effect at any time between January 1, 2015 and today between or among Sempra, SoCalGas and the entity, and all amendments and requisition requests;
  - e. All invoices submitted by the entity and/or paid by Sempra and/or SoCalGas at any time between January 1, 2015 and today;

---

<sup>3</sup> That Motion to Quash is entitled "*“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 29<sup>th</sup> Completion of Software Solution to Exclude Those Protected Materials in the Databases (Not in a Proceeding).”*

- f. All Work Order Authorizations related to payments made to the entity;
  - g. If the entity is/was a subcontractor to any Sempra and/or SoCalGas vendor, provide the name of that vendor and all of the information set forth in subsections (a) through (f) above.
  - h. If the entity is/was a charitable organization, please provide the date and amount of any donations made to the entity by Sempra and/or SoCalGas between January 1, 2015 and today.
  - i. For any payments to the entity:
    - The accounts where the payments were booked;
    - Identification of which portion of the payment is or will be booked to an above-the-line account (i.e. ratepayer funded) and which portion is or will be booked to a below-the-line account (i.e. shareholder funded); and
    - A narrative explanation for why the payments were assigned in the manner identified above.
5. Please provide the same information requested in Question 4 for each of the following entities:
- a. LB Consulting, Inc. – <https://www.lbstrategicconsulting.com/>
  - b. Method Campaign Services - <https://www.methodcampaigns.com/>
  - c. Act Now Los Angeles – previously at the website [actnowla.org](http://actnowla.org)
  - d. BizFed - <https://bizfedlacounty.org/>
  - e. Willenken LLP - <https://willenken.com/>
  - f. We Expect Clean Air Now (WECAN) – formerly linked to the COFEM website
  - g. Council of Mexican Federations in North America (COFEM) - <https://www.cofem.org/>
  - h. California Community Builders – <https://www.ccbuilders.org/about/>
  - i. The Two Hundred - <https://www.thetwohundred.org/>
  - j. California Natural Gas Vehicle Coalition - <https://cngvc.org/>
  - k. Coalition for Clean Air - <https://www.ccair.org/>
  - l. Clean Energy Fuels - <https://www.cleanenergyfuels.com/>
  - m. Western States Petroleum Association - <https://www.wspa.org/>
  - n. Californians for Affordable and Reliable Energy (CARE) - <https://www.careaboutenergy.org/about-us>
  - o. Californians for Balanced Energy Solutions (C4BES) - <https://c4bes.org/>
  - p. Coalition for Renewable Natural Gas - <http://www.rngcoalition.com/>

## **ACCOUNTING & ACCOUNTING POLICIES**

6. Please provide a chart of all SoCalGas accounts that shows how each account is tracked to the FERC Uniform System of Accounts.



7. Please provide the instructions for IO\_Form\_503.xls, which prior SoCalGas data responses reflect are located on the SoCalGas and/or Sempra “Manuals & Forms” page of the Accounting and Finance Intranet website.
8. Please provide SoCalGas and/or Sempra documentation, including any policies or procedures, that explains what a Work Order Authorization is, what its purpose is, when one should be requested, and who approves one.
9. Please provide SoCalGas and/or Sempra documentation, including any policies or procedures, that explains what an Internal Order (IO) is, what its purpose is, when one should be requested, who approves one, and how an IO differs from a Work Order Authorization.
10. Explain whether it is common to have a Work Order Authorization effective date on a date before the Work Order Authorization is prepared and authorized, and if so, why.
11. Do SoCalGas and/or Sempra policies permit work to be performed without an approved Work Order Authorization? If so, please provide supporting documentation for this policy.

## **BALANCED ENERGY WORK ORDER AUTHORIZATION**

12. In reference to the attached Balanced Energy Work Order Authorization provided to Cal Advocates, please:
  - a. Explain what the number in the upper left hand corner represents – 300796601.
  - b. Explain what the number in the upper right hand corner represents - 28322.000.
  - c. Explain what the number under “FERC Account” – F920000G – means.
  - d. Provide whatever SoCalGas and/or Sempra employee guidance exists that explains the types of activities or costs that are charged to “nonrefundable O&M.”
  - e. Provide whatever SoCalGas and/or Sempra employee guidance exists that explains the types of activities or costs that are charged to FERC Account F920000G.
  - f. Explain what “Operating Area/District” and the term “GCT” means.
  - g. Explain why the Balanced Energy Work Order Authorization was made effective 1/1/2019 but not created or approved until 3/21/2019.
  - h. Explain how the “Company Labor” of \$3,504,030 was calculated.

- i. Provide any documents that were presented in support of the approval of the Balanced Energy Work Order Authorization.
- j. Provide all updated versions of the Balanced Energy Work Order Authorization or any successors.
- k. Provide all accounting instructions associated with the Balanced Energy Work Order Authorization.
- l. Provide all Journal Entry Request Forms in which the Balanced Energy IO (IO 300796601) appears as either a debit or credit.

13. The “Job Scope Summary” of the attached Balanced Energy Work Order Authorization refers to an “Energy Policy and Strategy team.” Regarding the Energy Policy and Strategy team:

- a. Please provide any SoCalGas or Sempra documentation that describes this team.
- b. Please identify the members of the team by year for each year from January 1, 2015 to the present.
- c. Please identify all budgets allocated to the team by year for each year from January 1, 2015 to the present.
- d. Please identify all cost centers where work performed by or for the team is booked.

### **100% SHAREHOLDER-FUNDED CONTRACTS AND ACTIVITIES**

14. For each “100% shareholder-funded” contract (as that term is used in SoCalGas’ Motion for Reconsideration<sup>4</sup>) please provide:

- a. The contract and any amendments and requisition requests;
- b. The Work Order Authorization;
- c. All account numbers where costs of the contract are booked;
- d. The name and identification number of all vendors whose costs are charged to SoCalGas or Sempra under the contract;
- e. Any other legal agreements between or among SoCalGas and/or Sempra and the vendors who costs are charged to the contract.

---

<sup>4</sup> That Motion for Reconsideration was served December 2, 2019 and is entitled: “*Southern California Gas Company’s (U 904 G) Motion For Reconsideration/Appeal To The Full Commission Regarding Administrative Law Judge’s Ruling In The Discovery Dispute Between Public Advocates Office And Southern California Gas Company, October 7, 2019 (Not In A Proceeding).*”

15. For all 100% shareholder-funded activities that are the subject of SoCalGas First Amendment arguments in its Motion for Reconsideration (Activities) please provide:
- a. Any contract, amendments or requisition requests relating to the Activities;
  - b. The Work Order Authorization;
  - c. If no contract exists, a narrative description of the Activities;
  - d. All account numbers where costs for the Activities are booked;
  - e. The name and identification number of all vendors paid for the activities by either SoCalGas or Sempra;
  - f. Any other legal agreements between or among SoCalGas and/or Sempra and the vendors who perform the Activities.

### **GEORGE MINTER AND KENNETH CHAWKINS**

16. When did George Minter begin working for SoCalGas and/or Sempra and when did his employment terminate?
17. Please identify Mr. Minter's titles and explain his duties while employed for SoCalGas and/or Sempra between January 1, 2015 and his termination.
18. Please provide Mr. Minter's current contact information, including home address, phone number, and email.
19. CalAdvocates-AW-SCG-2020-01 Q21 asked "Has SoCalGas contracted with or begun the process to establish a contract with George Minter or an organization that represents George Minter? If yes, please provide the following:..." SoCalGas responded "No." However, Cal Advocates was advised that Mr. Minter represented himself as a consultant to SoCalGas as recently as May, 2020. Please confirm Mr. Minter's current employment status with SoCalGas.
20. When did Kenneth Chawkins begin working for SoCalGas and/or Sempra and when did his employment terminate?
21. Please identify Mr. Chawkins' titles and explain his duties while employed for SoCalGas and/or Sempra between January 1, 2015 and his termination.
22. Identify all SoCalGas and Sempra employees who were briefed by either George Minter or Ken Chawkins between January 1, 2015 and today on the creation or purpose of Californians For Balanced Energy Solutions (C4BES) or SoCalGas' relationship to C4BES.

23. Please provide the names and titles of the persons who are now performing the work previously performed by George Minter and Ken Chawkins.

### **BATES STAMPED DOCUMENTS PROVIDED TO SOCALGAS 3/11/20**

24. Refer to PAO-0000001 and 0000002, which are the first two pages of the collection of 209 pages of Bates-stamped documents provided to SoCalGas by Cal Advocates on March 11, 2020, for removal of all unsupported confidentiality designations.

Regarding those two pages (referred to as “Document” here), please provide:

- a. A narrative explanation of what the Document represents.
- b. The date that that the Document was created. If a specific date is not available, please provide an approximation.
- c. All versions of the Document that exist from both before and after the date of the version in the 209 pages of Cal Advocates documents.
- d. Explain whether the Document is an excerpt from a larger document. If so, please provide all other information that comprised the entire document.
- e. Define the term “PAM” which is the heading for the second to last column of the Document.
- f. For each SoCalGas employee identified under the "PAM" column in the Document, please provide:
  - The full name of the employee and their title at the time the Document was created;
  - The amount of time the employee spent on activities related to C4BES, including discussion of C4BES with members of the business community and any supporting documentation, such as accounting or time entry documentation.
  - Explain whether work performed by a PAM would be allocated to above-the-line or below-the-line accounts, or a combination, and the rationale for such allocations.
  - Identify if any employee time was recorded to shareholder accounts (at any point) for activities related to C4BES for any of these employee, and if so, the accounts where the time is recorded.

### **IMPRENDA COMMUNICATIONS GROUP**

25. SoCalGas’ April 24, 2020, response to Question 3 of Data Request CalAdvocates-SC-SCG-2019-11 states that Imprennda Communications’ invoices that SoCalGas produced in response to the data request as “Exhibit A” “were not paid by SoCalGas,

and it is unclear whether or not SoCalGas is even ultimately responsible for payment.” Please:

- a. Explain why SoCalGas believed that it was “unclear whether or not SoCalGas is even ultimately responsible for payment;”
- b. Provide documentation that supports SoCalGas’ claim that it was not responsible for payment of the invoices, including any documentation provided to Imprenta to support SoCalGas’ claim;
- c. Identify who, if anyone, paid these Imprenta Invoices; and
- d. If these invoices were not paid, was Imprenta compensated in any other manner for the work described in the invoices?

**END OF REQUEST**

200796001

20322.000

WORK ORDER AUTHORIZATION FOR SEMPRA ENERGY UTILITIES					COMPANY CODE	Work Order No:																																																																																																	
Field names with ALL CAPITAL letters are required.					2200	CAPITAL <input type="checkbox"/> O&M <input checked="" type="checkbox"/>																																																																																																	
TITLE: BALANCED ENERGY					Thomas Bros.	WR/DPS Number:																																																																																																	
DATE PREPARED: 3/21/2019 EST. START DATE: 1/1/2019 EST. COMPLETION DATE: 12/31/2024					BUDGET CODE:																																																																																																		
RESPONSIBLE COST CENTER: 2200-2204					Phase 1	Phase 2																																																																																																	
ORGANIZATION: Customer Service					Billing Code: NC 0%																																																																																																		
OPERATING AREA/DISTRICT: GCT					Operating Region: Headquarters (39)																																																																																																		
COUNTY: Los Angeles MUNICIPALITY:					Third Party <input type="checkbox"/>	Receiving Order <input type="checkbox"/>																																																																																																	
<b>TECHNICAL/ECONOMIC PROJECT REVIEWS*</b> <input type="checkbox"/> Legal By: Date: <input type="checkbox"/> Tax By: Date: <input type="checkbox"/> Accounting By: Date: <input type="checkbox"/> Planning By: Date: <small>*Required for all base business, non-base business &amp; administrative approval for WOA's or AFE's over \$30, \$15, &amp; \$50 million respectively, prior to review and approval as appropriate. If a contract initially totals \$20 million or more, the reviews must be evidenced by completion of an Internal Reviewer Checklist (IRC). For more details, please refer to the CAU Approval &amp; Commitment Policy in the Intranet.</small>					Comments regarding Technical/Economic Project Review:																																																																																																		
<b>JOB SCOPE SUMMARY</b> This is an IO for tracking purposes, set up to track costs associated with BALANCED ENERGY expenditures within the ENERGY POLICY & STRATEGY team. All costs should be nonrefundable O&M.					<input type="checkbox"/> Reference Approval and Commitment Policy: <input type="checkbox"/> CATEGORY 1 Base Business CATEGORY 2 Non-base Bus.																																																																																																		
<b>DETAILED DESCRIPTION OF WORK</b> This is an IO for tracking purposes, set up to track costs associated with BALANCED ENERGY expenditures within the ENERGY POLICY & STRATEGY team. All costs should be nonrefundable O&M.					Bill to Name & Address:																																																																																																		
<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>              MAR 28 2019              By _____           </div>					<table border="1"> <thead> <tr> <th>FERC ACCOUNT</th> <th>%</th> <th>Acctg Dept Use (Enter I/Os)</th> </tr> </thead> <tbody> <tr> <td>F920000G</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		FERC ACCOUNT	%	Acctg Dept Use (Enter I/Os)	F920000G																																																																																													
FERC ACCOUNT	%	Acctg Dept Use (Enter I/Os)																																																																																																					
F920000G																																																																																																							
<table border="1"> <thead> <tr> <th>ESTIMATED COSTS</th> <th>Capital Installation</th> <th>Capital Removal</th> <th>O&amp;M</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Company Labor</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> </tr> <tr> <td>Contract Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Material</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other Direct Charges</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Direct Cost</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Affiliate Transfer In Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Labor Indirects</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Material Indirects</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other Indirects</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ad Valorem Tax (per GRC decision)</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AFUDC</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Indirect Cost</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gross Expenditures</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ITCCA (Y or N)</td> <td>22.00%</td> <td>Y</td> <td></td> <td></td> </tr> <tr> <td colspan="5">Less: Billing/Part Contr:</td> </tr> <tr> <td colspan="5">Total Net Estimated Costs</td> </tr> <tr> <td>Gross Expenditures by year:</td> <td>2019</td> <td>2020</td> <td>2021</td> <td>2022</td> <td>2023</td> </tr> <tr> <td></td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					ESTIMATED COSTS	Capital Installation	Capital Removal	O&M	Total	Company Labor	\$ -	\$ -	\$ -	\$ -	Contract Costs					Material					Other Direct Charges					Total Direct Cost					Affiliate Transfer In Costs					Labor Indirects					Material Indirects					Other Indirects					Ad Valorem Tax (per GRC decision)					AFUDC					Total Indirect Cost					Gross Expenditures					ITCCA (Y or N)	22.00%	Y			Less: Billing/Part Contr:					Total Net Estimated Costs					Gross Expenditures by year:	2019	2020	2021	2022	2023		\$					<b>APPROVALS</b> Project Approved upon order Preparer: [Signature] Date: 3/21/2019 Mail Loc: GT15C1 Alan Caldwell [Signature] Date: 3/21/2019 Mail Loc: GT10A1 Dir - Energy [Signature] Date: 3/21/2019 Mail Loc: GT1 Shaon Tomkins [Signature] Date: [ ] Mail Loc: [ ] VP S&C Strategy + Eng [Signature] Date: [ ] Mail Loc: [ ] Functional Committee Chair [Signature] Date: [ ] Mail Loc: [ ] Functional V. P. [Signature] Date: [ ] Mail Loc: [ ] Utility President [Signature] Date: [ ] Mail Loc: [ ] Utility C. E. O. [Signature] Date: [ ] Mail Loc: [ ] <b>Accounting Uses Only:</b> Acctg Ops [Signature] Date: [ ] Mail Loc: [ ] Ord. Type [Signature] Date: [ ] Mail Loc: [ ] CH Key [Signature] Date: [ ] Mail Loc: [ ] User Status [Signature] Date: [ ] Mail Loc: [ ] Total Commitment Accumulated [Signature] Date: [ ] Mail Loc: [ ]	
ESTIMATED COSTS	Capital Installation	Capital Removal	O&M	Total																																																																																																			
Company Labor	\$ -	\$ -	\$ -	\$ -																																																																																																			
Contract Costs																																																																																																							
Material																																																																																																							
Other Direct Charges																																																																																																							
Total Direct Cost																																																																																																							
Affiliate Transfer In Costs																																																																																																							
Labor Indirects																																																																																																							
Material Indirects																																																																																																							
Other Indirects																																																																																																							
Ad Valorem Tax (per GRC decision)																																																																																																							
AFUDC																																																																																																							
Total Indirect Cost																																																																																																							
Gross Expenditures																																																																																																							
ITCCA (Y or N)	22.00%	Y																																																																																																					
Less: Billing/Part Contr:																																																																																																							
Total Net Estimated Costs																																																																																																							
Gross Expenditures by year:	2019	2020	2021	2022	2023																																																																																																		
	\$																																																																																																						
10_Form_803.xls 12/01/2010 INSTRUCTIONS ARE LOCATED ON THE "MANUALS & FORMS" PAGE OF THE ACCOUNTING & FINANCE INTRANET WEBSITE					<table border="1"> <thead> <tr> <th>% by Year</th> <th>17%</th> <th>19%</th> <th>21%</th> <th>21%</th> <th>22%</th> </tr> </thead> </table>		% by Year	17%	19%	21%	21%	22%																																																																																											
% by Year	17%	19%	21%	21%	22%																																																																																																		