

**CONFIDENTIALITY AGREEMENT**

Effective May \_\_, 2012, Pacific Gas and Electric Company ("PG&E"), the California Public Utilities Commission's ("Commission") Consumer Protection and Safety Division ("CPSD"), the Commission's Division of Ratepayer Advocates ("DRA"), The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco (each a "Party," and together, the "Parties") agree as follows:

1. This Agreement is made for the purpose of facilitating the exploration of the possibility of agreeing to a stipulation for a resolution of issues with respect to PG&E's natural gas business that the parties would present to the Commission for its approval.

2. This Agreement is made with reference to Rule 12.6 of the Commission's Rules of Practice and Procedure, which provides in relevant part:

No discussion, admission, concession or offer to settle, whether oral or written, made during any negotiation on a settlement shall be subject to discovery, or admissible in any evidentiary hearing against any participant who objects to its admission. Participating parties and their representatives shall hold such discussions, admissions, concessions, and offers to settle confidential and shall not disclose them outside the negotiations without the consent of the parties participating in the negotiations.

The Parties do not consider the fact that discussions are occurring to be confidential.

3. All discussions and all information provided by any Party in connection with the discussions shall be held confidential and not disclosed other than to a Party to the negotiations, or consultants to such Party, without the consent of all Parties. Communications between Parties concerning these negotiations, except the fact that discussions are occurring, are limited to those Parties who are signatories to the Acknowledgement and Agreement, and no Party may divulge such communications to CPUC Commissioners, Commissioner advisors, or any other CPUC staff or consultants, except staff and consultants representing or serving on behalf of the CPSD or DRA. Such information shall not be admissible in any proceeding without the consent of all Parties. These restrictions on the use of information provided in connection with negotiations do not apply to information that a party also obtains by other lawful means, such as discovery.

4. This Agreement has no effect on, and shall not apply to, a Party's use or disclosure of its own information or statements for any purpose whatever.

5. All employees, agents or representatives of the Parties shall be bound by the terms of this Agreement, and shall so signify by signing the attached Acknowledgment and Agreement.

CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By *Phil K. Stoltman* \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, *Phil K. Stoltman*, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: *5/2/12*

*Phil K. Stoltman* \_\_\_\_\_

Party: *City of San Bruno*

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By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

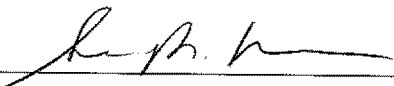
THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

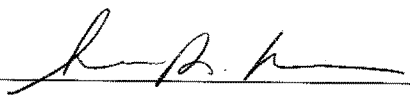
By 

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

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Dated: 5/2/12



Party: SAN BRUNO

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

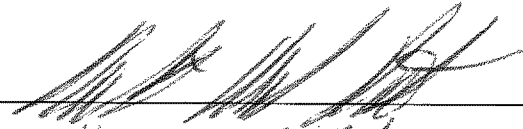
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Robert Mark Poch, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

  
Party: Division of Ratepayer Advocates

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Linda Serizawa, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

Linda Serizawa  
Party: DRA



**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By Karen Paull

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Karen Paull, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: May 2 2012

K Paull  
Party: DRA

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By Travis T. Foss  
TRAVIS T. FOSS

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, TRAVIS T. FOSS, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/12

Travis T. Foss  
Party: CPSD

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By Michelle Cooke  
Michelle Cooke

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Michelle Cooke, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

Michelle Cooke  
Party: Consumer Protection and Safety  
Division

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By Courance Jackson

By \_\_\_\_\_

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Dated: May 2, 2012

Courance Jackson  
Party: City of San Bruno



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CONSUMER PROTECTION AND SAFETY  
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PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Robert Cagen, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: May 2, 2012

Robert Cagen  
Party: CPSD

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By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

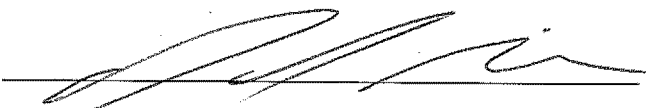
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, J. Jason Reiger, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

  
Party: CPSD

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1. This Agreement is made for the purpose of facilitating the exploration of the possibility of agreeing to a stipulation for a resolution of issues with respect to PG&E's natural gas business that the parties would present to the Commission for its approval.

2. This Agreement is made with reference to Rule 12.6 of the Commission's Rules of Practice and Procedure, which provides in relevant part:

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The Parties do not consider the fact that discussions are occurring to be confidential.

3. All discussions and all information provided by any Party in connection with the discussions shall be held confidential and not disclosed other than to a Party to the negotiations, or consultants to such Party, without the consent of all Parties. Communications between Parties concerning these negotiations, except the fact that discussions are occurring, are limited to those Parties who are signatories to the Acknowledgement and Agreement, and no Party may divulge such communications to CPUC Commissioners, Commissioner advisors, or any other CPUC staff or consultants, except staff and consultants representing or serving on behalf of the CPSD or DRA. Such information shall not be admissible in any proceeding without the consent of all Parties. These restrictions on the use of information provided in connection with negotiations do not apply to information that a party also obtains by other lawful means, such as discovery.

4. This Agreement has no effect on, and shall not apply to, a Party's use or disclosure of its own information or statements for any purpose whatever.

5. All employees, agents or representatives of the Parties shall be bound by the terms of this Agreement, and shall so signify by signing the attached Acknowledgment and Agreement.

CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, HARVEY Y. MORRIS, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

Harvey Y. Morris

Party: CPSD

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, PATRICK S. BERDGE, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: May 2, 2012

Patrick S. Berdge  
Party: CPSD



**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By  \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, *Eric Cherry*, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

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

Party: *[Signature]*

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

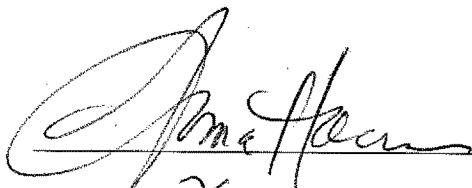
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, \_\_\_\_\_, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: May 2, 2012

  
\_\_\_\_\_  
Party: PG&E

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

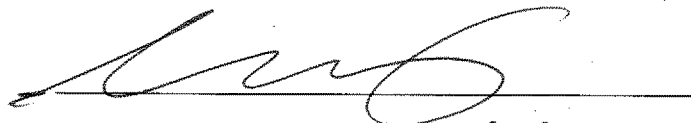
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Austin Yang, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 8/2/12



Party: City and County of San Francisco

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By Theresa Mueller

**ACKNOWLEDGMENT AND AGREEMENT**

I, Theresa Mueller, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/12

Theresa Mueller  
Party: City and County of San Francisco



**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO


By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, JANE YURA, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/3/12

  
\_\_\_\_\_  
Party: PG&E

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO


By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Darryl Gruen, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/12



Party: CPSD

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

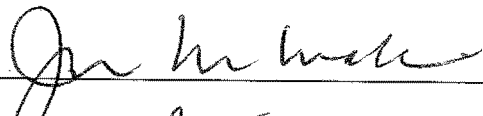
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Joseph Malkin, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/2012

  
Party: PGE

**CONFIDENTIALITY AGREEMENT**

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CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO


By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, SANFORD HARTMAN, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/12

  
\_\_\_\_\_  
Party: PLTE



**CONFIDENTIALITY AGREEMENT**

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No discussion, admission, concession or offer to settle, whether oral or written, made during any negotiation on a settlement shall be subject to discovery, or admissible in any evidentiary hearing against any participant who objects to its admission. Participating parties and their representatives shall hold such discussions, admissions, concessions, and offers to settle confidential and shall not disclose them outside the negotiations without the consent of the parties participating in the negotiations.

The Parties do not consider the fact that discussions are occurring to be confidential.

3. All discussions and all information provided by any Party in connection with the discussions shall be held confidential and not disclosed other than to a Party to the negotiations, or consultants to such Party, without the consent of all Parties. Communications between Parties concerning these negotiations, except the fact that discussions are occurring, are limited to those Parties who are signatories to the Acknowledgement and Agreement, and no Party may divulge such communications to CPUC Commissioners, Commissioner advisors, or any other CPUC staff or consultants, except staff and consultants representing or serving on behalf of the CPSD or DRA. Such information shall not be admissible in any proceeding without the consent of all Parties. These restrictions on the use of information provided in connection with negotiations do not apply to information that a party also obtains by other lawful means, such as discovery.

4. This Agreement has no effect on, and shall not apply to, a Party’s use or disclosure of its own information or statements for any purpose whatever.

5. All employees, agents or representatives of the Parties shall be bound by the terms of this Agreement, and shall so signify by signing the attached Acknowledgment and Agreement.

CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By \_\_\_\_\_

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

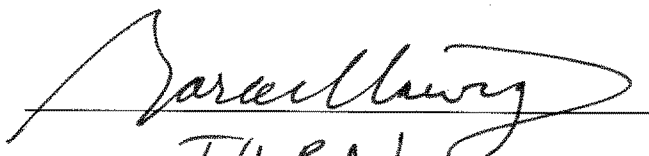
By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Marcel Hawiger, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: May 2, 2012

  
Party: TURN

**CONFIDENTIALITY AGREEMENT**

Effective May \_\_, 2012, Pacific Gas and Electric Company (“PG&E”), the California Public Utilities Commission’s (“Commission”) Consumer Protection and Safety Division (“CPSD”), the Commission’s Division of Ratepayer Advocates (“DRA”), The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco (each a “Party,” and together, the “Parties”) agree as follows:

1. This Agreement is made for the purpose of facilitating the exploration of the possibility of agreeing to a stipulation for a resolution of issues with respect to PG&E’s natural gas business that the parties would present to the Commission for its approval.

2. This Agreement is made with reference to Rule 12.6 of the Commission’s Rules of Practice and Procedure, which provides in relevant part:

No discussion, admission, concession or offer to settle, whether oral or written, made during any negotiation on a settlement shall be subject to discovery, or admissible in any evidentiary hearing against any participant who objects to its admission. Participating parties and their representatives shall hold such discussions, admissions, concessions, and offers to settle confidential and shall not disclose them outside the negotiations without the consent of the parties participating in the negotiations.

The Parties do not consider the fact that discussions are occurring to be confidential.

3. All discussions and all information provided by any Party in connection with the discussions shall be held confidential and not disclosed other than to a Party to the negotiations, or consultants to such Party, without the consent of all Parties. Communications between Parties concerning these negotiations, except the fact that discussions are occurring, are limited to those Parties who are signatories to the Acknowledgement and Agreement, and no Party may divulge such communications to CPUC Commissioners, Commissioner advisors, or any other CPUC staff or consultants, except staff and consultants representing or serving on behalf of the CPSD or DRA. Such information shall not be admissible in any proceeding without the consent of all Parties. These restrictions on the use of information provided in connection with negotiations do not apply to information that a party also obtains by other lawful means, such as discovery.

4. This Agreement has no effect on, and shall not apply to, a Party’s use or disclosure of its own information or statements for any purpose whatever.

5. All employees, agents or representatives of the Parties shall be bound by the terms of this Agreement, and shall so signify by signing the attached Acknowledgment and Agreement.

CONSUMER PROTECTION AND SAFETY  
DIVISION

PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

DIVISION OF RATEPAYER ADVOCATES

THE UTILITY REFORM NETWORK

By \_\_\_\_\_

By Th Jly

CITY OF SAN BRUNO

CITY AND COUNTY OF SAN FRANCISCO

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

I, Thomas J. Long, have read the foregoing Confidentiality Agreement among Pacific Gas and Electric Company, the Commission's Consumer Protection and Safety Division, the Commission's Division of Ratepayer Advocates, The Utility Reform Network, the City of San Bruno, and the City and County of San Francisco and agree to be bound by its terms.

Dated: 5/2/12

Th Jly  
Party: TURN