

ATTACHMENT A

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

Order Instituting Investigation on the Commission’s Own Motion into the Operations and Practices of Pacific Gas and Electric Company with Respect to Facilities Records for its Natural Gas Transmission System Pipelines.

I.11-02-016
(Filed February 24, 2011)

(Not Consolidated)

Order Instituting Investigation on the Commission’s Own Motion into the Operations and Practices of Pacific Gas and Electric Company’s Natural Gas Transmission Pipeline System in Locations with Higher Population Density.

I.11-11-009
(Filed November 10, 2011)

(Not Consolidated)

Order Instituting Investigation on the Commission’s Own Motion into the Operations and Practices of Pacific Gas and Electric Company to Determine Violations of Public Utilities Code Section 451, General Order 112, and Other Applicable Standards, Laws, Rules and Regulations in Connection with the San Bruno Explosion and Fire on September 9, 2010.

I.12-01-007
(Filed January 12, 2012)

(Not Consolidated)

**STIPULATED PROTECTIVE ORDER REGARDING FINANCIAL RESOURCES
TESTIMONY**

This Protective Order is effective this _____ day of October 2012, and shall govern access to confidential material provided to the Consumer Protection and Safety Division and Overland Consulting to perform a financial resources review of PG&E Corporation. This Protective Order shall remain in effect until, after notice and a reasonable opportunity to be heard, it is specifically modified or terminated by an Assigned Commissioner or an Assigned Administrative Law Judge.

1. For purposes of this Protective Order

a. The term “Confidential Material” includes information or documents provided by PG&E in response to discovery requests and designated by PG&E as confidential, including

material PG&E has designated as confidential under the provisions of Public Utilities Code section 583; any copies of Confidential Material; and any notes of Confidential Material.

Confidential Material does not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in the public files of any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order.

b. The term “notes of Confidential Material” means memoranda, handwritten notes, or any other form of information which copies or discloses all or portions of Confidential Material.

c. The term “Reviewing Representative” is a person described in paragraph 8 of this Protective Order.

2. This Protective Order shall govern all Confidential Material and, notwithstanding any order terminating the Proceeding, shall remain in effect for a period of sixty (60) days after an order concluding or otherwise terminating the Proceeding is no longer subject to judicial review; however, the non-disclosure and confidentiality obligations of Reviewing Representatives, as specified in Appendix A to this Protective Order, shall remain in full force and effect for four (4) years after an order concluding or otherwise terminating this Proceeding is no longer subject to judicial review.

3. PG&E may designate as Confidential Material any information or documents that PG&E customarily treats as confidential or proprietary, which are not available to the public, and which, if disclosed freely, would, in PG&E’s judgment, adversely affect either its ratepayers or PG&E. Confidential Material also includes information or documents in PG&E’s possession that PG&E received from persons who consider the information or documents confidential or proprietary.

4. Confidential Material shall be made available under the terms of this Protective Order only to Reviewing Representatives as provided in paragraphs 7 and 8, and, where appropriate, paragraph 9 of this Protective Order.

5. Confidential Material shall remain available to the Receiving Party until the date that an order concluding or otherwise terminating the Proceeding is no longer subject to judicial review. Upon written request by PG&E after such date, all Reviewing Representatives shall return to PG&E within thirty (30) days all Confidential Material, including all copies of Confidential Material (except notes of Confidential Material). Within the time period for return of Confidential Material, the Receiving Party shall destroy all notes of Confidential Material, and the Receiving Party shall submit to PG&E an affidavit stating that all Confidential Material, copies thereof, and notes of Confidential Material are being returned to PG&E or have been destroyed in accordance with this Paragraph.

6. Each page of Confidential Material shall be physically and/or electronically marked "Confidential Material" or "Confidential Pursuant to Section 583 of the Public Utilities Code," or marked with words of similar purport. All Confidential Material shall be maintained by the Receiving Party in a secure manner. Access to Confidential Material shall be limited to those Reviewing Representatives specifically authorized pursuant to paragraph 8, and, where appropriate, paragraph 9 of this Protective Order.

7. Confidential Material shall be treated as confidential by the Receiving Party and by the Reviewing Representatives, in accordance with the Nondisclosure Certificate executed pursuant to paragraph 10 of this Protective Order. Confidential Material shall not be used except as necessary for the conduct of the Proceeding and, subject to the limitations specified in paragraph 8, and, where appropriate, paragraph 9, Confidential Material shall not be disclosed in any manner to any person other than a Reviewing Representative who is engaged in the conduct

of the Proceeding and who needs to know the information to carry out that person's responsibilities in the Proceeding. The Reviewing Representatives may make notes of Confidential Material, which notes must be maintained in a secure manner pursuant to paragraph 6 of this Protective Order.

8. A Reviewing Representative may include: (a) an employee of the Receiving Party who is engaged in the conduct of the Proceeding and who needs to know the information to carry out that person's responsibilities in the Proceeding; (b) an attorney representing the Receiving Party in the Proceeding, including his or her associated attorneys, paralegals, or other employees ("Attorneys"); and (c) an expert or an employee of an expert retained by the Receiving Party for the purpose of advising, preparing for, or testifying in the Proceeding, so long as that expert or employee has not been and is not employed by or otherwise affiliated with the Receiving Party ("Experts"). In the event that the Receiving Party wishes to nominate as a Reviewing Representative a person not described in this Paragraph, the Receiving Party shall obtain the prior written agreement of PG&E.

9. PG&E may identify certain Confidential Material as "Highly Confidential Material" by marking it "Highly Confidential Material. Unless otherwise agreed in writing by PG&E, employees of the Receiving Party shall not be entitled to access to Highly Confidential Material. Access to Highly Confidential Material shall be limited to Attorneys and Experts, and only to the extent they must have access to this material as part of their participation in this Proceeding. PG&E will limit its designation of Highly Confidential Material to information and documents that are especially commercially sensitive. Except for the limited access to Highly Confidential Material specified in this Paragraph, Highly Confidential Material shall otherwise be treated as Confidential Materials subject to provisions and protections of this Agreement.

10. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise access Confidential Material pursuant to this Protective Order unless and until each and every such Reviewing Representative has first executed and delivered to PG&E a Nondisclosure Certificate in the form set forth in Appendix A to this Agreement (“Nondisclosure Certificate”). Attorneys qualified as Reviewing Representatives are responsible for ensuring that all persons under their employment, instruction, supervision or control who require access to Confidential Material comply with this Agreement and execute and deliver to PG&E a Nondisclosure Certificate.

11. A Reviewing Representative may disclose Confidential Material to any other Reviewing Representative, as long as both Reviewing Representatives have executed and delivered a Nondisclosure Certificate to PG&E. In the event that any Reviewing Representative to whom Confidential Material is disclosed ceases to be engaged in the Proceeding or is employed or retained for a position whereby that person is no longer qualified to be a Reviewing Representative under paragraphs 7 and 8, and, where appropriate, paragraph 9, of this Protective Order, such person shall no longer be permitted access to Confidential Material and must comply with the return and destruction requirements of paragraph 5 of this Protective Order. Every person who has signed and delivered a Nondisclosure Certificate shall continue to be bound by the provisions of this Agreement and the Nondisclosure Certificate, even if such person is no longer engaged in the Proceeding.

12. If the Receiving Party intends to submit or use in the Proceeding any Confidential Material such that the submission or use would result in a public disclosure of such Confidential Material, including, without limitation, the presentation of prepared testimony, cross-examination, briefs, comments, protests, or other presentations before the Commission, counsel for the Receiving Party shall communicate with counsel for PG&E as soon as possible

and, where practicable, not later than two (2) business days prior to such use, and both counsel shall agree on means of identifying the Confidential Material so that the confidentiality thereof may be reasonably protected (including, but not limited to, submission of testimony and briefs under seal, and clearing the hearing room during examination, discussion, or argument concerning Confidential Material), while at the same time enabling an effective presentation. Except as expressly provided for herein, no use may be made of Confidential Material that would fail to protect its confidentiality without such an order from the principal hearing officer.

13. In the event any Reviewing Representative is requested (including in response to a California Public Records Act or “Sunshine Ordinance” request), or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Confidential Materials, they shall immediately (a) inform PG&E of the request so that PG&E may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, consistent with applicable law, and (b) provide reasonable assistance that is necessary for PG&E to seek to quash or otherwise lawfully resist the subpoena, judicial process, Public Records Act request, “Sunshine Ordinance” request or other request, including noting the prohibition on disclosure provided by this Protective Order.

14. An Assigned ALJ retains the discretion to review and evaluate the facts and circumstances involved in any proposed use of Confidential Material in Commission hearings, and the flexibility to respond in whatever manner is most appropriate under the circumstances, including the holding of in camera hearings.

15. Nothing in this Agreement shall be construed as precluding PG&E from objecting to the use at hearings of Confidential Material on any legal grounds, including any applicable privilege.

16. Nothing in this Agreement shall be construed as precluding the Receiving Party from objecting to the designation of material as confidential and arguing to the ALJ, the Commission, or a court reviewing a Commission decision, that the material should be deemed public.

17. To the extent that Confidential Material is discussed, analyzed or otherwise the subject of consideration during any conference or other session held in connection with the Proceeding, only Reviewing Representatives may be present for such sessions.

18. The Receiving Party agrees that any release, attempted release, or use of Confidential Material or Highly Confidential Material other than as contemplated by this Agreement may cause PG&E irreparable injury which cannot adequately be compensated through pecuniary damages. Accordingly, PG&E and the Receiving Party agree that any breach or threatened breach of this Agreement may be enjoined.

19. Failure to designate information or documents as Confidential Material prior to disclosure shall not be deemed a waiver in whole or in part of PG&E's claim of confidentiality, and PG&E shall have the right to designate such information and documents at any time. Upon receipt of notice from PG&E of any new designation, the Receiving Party thereafter shall treat said information or documents according to the new designation or re-designation, and/or will endeavor to return all copies of any newly designated documents to PG&E in exchange for copies of the documents with the new designation. Receiving Party shall not be responsible for any release of any such newly designated documents prior to the date that Receiving Party receives notice from PG&E that such newly designated documents are Confidential Information.

20. The inadvertent disclosure of any information or documents which are subject to a claim of work product, the attorney-client privilege or other legal protection shall not waive the protection for such information or documents as long as PG&E requests their return and takes

reasonable precautions to avoid such inadvertent disclosure. Upon written request, the Receiving Party shall return to PG&E any such protected information or documents inadvertently disclosed, together with all copies and any notes pertaining thereto.

21. This Protective Order shall be governed and construed according to the laws of the State of California.

22. An Assigned ALJ shall resolve any disputes arising from this Protective Order. .
Prior to presenting any dispute arising from this Agreement to the principal hearing officer, PG&E and the Receiving Party shall use their best efforts to resolve the dispute.

Dated: October ___, 2012

(Administrative Law Judge)

1 **APPENDIX A**

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

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5 Own Motion into the Operations and Practices of
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20 San Bruno Explosion and Fire on September 9,
21 2010.

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(Filed January 12, 2012)

(Not Consolidated)

22 **NONDISCLOSURE CERTIFICATE**

23 I certify my understanding that access to Confidential Material is provided to me pursuant
24 to the terms and restrictions of the Protective Order for use in the above-captioned proceeding. I
25 have been given a copy of and have read the Protective Order Agreement and agree to be bound
26 by it. I understand that the contents of Confidential Material and Highly Confidential Material (if
27 I may have access to such material as provided in paragraph 9 of the Agreement), including any
28 notes or memorandum or other form of information which copy or disclose such material, shall
not be disclosed to anyone other than in accordance with the Protective Order and shall be used
only for the purpose of the above-captioned proceeding. I agree to honor the confidentiality of

Confidential Material and Highly Confidential Material for four (4) years following the conclusion or termination of this proceeding as specified in the Agreement.

Dated: _____

Signature: _____

Name: _____