

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

Application of Pacific Gas and Electric Company  
Proposing Cost of Service and Rates for Gas  
Transmission and Storage Services for the Period 2015-  
2017. (U 39 G)

A.13-12-012  
(Filed December 9, 2013)

**NOTICE OF AVAILABILITY OF THE ATTACHMENTS  
TO THE PREPARED DIRECT TESTIMONY OF WILLIAM  
A. MONSEN ON BEHALF OF COMMERCIAL ENERGY  
CONCERNING PACIFIC GAS AND ELECTRIC  
COMPANY'S 2015 GAS TRANSMISSION AND STORAGE  
RATE APPLICATION**

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Attorneys for Commercial Energy of California

Dated: August 11, 2014

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Pursuant to Rule 1.9(d) of the Commission's Rules of Practice and Procedure, Commercial Energy of California ("Commercial Energy") hereby provides notice of the availability of non-confidential attachments to the Prepared Direct Testimony of William A. Monsen concerning Pacific Gas and Electric Company's ("PG&E") above-named Application.

The following attachments are publicly available:

Attachments to the Prepared Direct Testimony of William A. Monsen on Behalf of Commercial Energy Concerning Pacific Gas and Electric Company's 2015 Gas Transmission and Storage Rate Application.

As of today's date, access to the above-referenced documents is available via the following link:

<https://files.goodinmacbride.com>  
username = A.13-12-012  
password = MonsenExh

Attachment B to the Prepared Direct Testimony of William A. Monsen contains Confidential Attachments 1 and 2 to PG&E's response to Commercial Energy Data Request Set 7, Question 7, which are subject to a nondisclosure agreement. These Attachments will be made available upon request to parties who have executed the attached Nondisclosure Agreement for this proceeding.

Parties who prefer to receive a copy of the subject Attachments via overnight delivery of a DVD should make such request known to the following:

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Respectfully submitted August 11, 2014 at San Francisco, California.

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By /s/ Michael B. Day

Michael B. Day

Attorneys for Commercial Energy of California

**ATTACHMENT**  
**NONDISCLOSURE AGREEMENT**

3418/004/X165056.v1

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(U 39 M)

Application 13-12- 012  
(filed December 19, 2013)

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**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“Agreement”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by and between Pacific Gas and Electric Company, (“PG&E”), and \_\_\_\_\_  
on behalf of \_\_\_\_\_ (“Receiving Party”).

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**RECITALS**

A. Certain of the information requested to be produced or disclosed by PG&E in the  
above-captioned proceeding (“Proceeding”) constitutes trade secret, market sensitive, proprietary,  
and/or confidential information (“Confidential Material”).

B. PG&E and the Receiving Party believe that this Agreement will facilitate  
discovery in the Proceeding and avoid unnecessary law and motion practice.

C. PG&E and the Receiving Party believe that this Agreement will protect legitimate  
confidentiality concerns, and preserve their rights.

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**AGREEMENT**

In consideration of the recitals set forth above, PG&E and the Receiving Party agree that  
the following terms and conditions shall govern the disclosure and use of Confidential Material in  
the context of the Proceeding:

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1. For purposes of this Agreement:

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a. The term “Confidential Material” includes: (1) information (including information  
in electronic form) or documents provided and designated by PG&E as confidential,  
including material PG&E has designated as confidential under the provisions of Public  
Utilities Code section 583; (2) copies of Confidential Material; (3) Notes of Confidential  
Material; and (4) information or documents in PG&E’s possession that PG&E received  
from persons who consider the information or documents to be confidential or proprietary.

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b. The term “Notes of Confidential Material” means memoranda, handwritten notes,  
spreadsheets, PowerPoint presentations, or any other form of information (including  
information produced or maintained in electronic form) which copies or discloses all or  
portions of Confidential Material.

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

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d. The term “Commission” means the California Public Utilities Commission.

NONDISCLOSURE AGREEMENT

1           2.       This Agreement shall govern Confidential Material provided and designated as  
2 such by PG&E in this Proceeding, and, notwithstanding any order terminating the Proceeding,  
3 shall remain in effect for a period of sixty (60) days after an order concluding or otherwise  
4 terminating the Proceeding is no longer subject to judicial review; however, the non-disclosure  
5 and confidentiality obligations of Reviewing Representatives, as specified in Appendix A to this  
6 Agreement, shall remain in full force and effect for two (2) years after an order concluding or  
7 otherwise terminating this Proceeding is no longer subject to judicial review.

8           3.       PG&E may designate as Confidential Material any information or documents that  
9 PG&E customarily treats as confidential or proprietary, which are not available to the public, and  
10 which, if disclosed freely, would, in PG&E's judgment, adversely affect either its employees,  
11 ratepayers or PG&E.

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

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

24           6.       Confidential Material shall be physically and/or electronically marked  
25 "Confidential Material" or "Confidential Pursuant to Section 583 of the Public Utilities Code," or  
26 marked with words of similar purport. The Receiving Party shall maintain a log of copies made  
27 of the Confidential Material for review by PG&E. All Confidential Material shall be maintained  
28 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 Agreement.

          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 Agreement. The Receiving Party and Reviewing Representatives  
shall adopt suitable measures to maintain the confidentiality of Confidential Material, and shall  
employ the higher of the standard of care that the Receiving Party and Reviewing Representatives  
employ to preserve their own confidential information or a reasonable standard of care to prevent  
unauthorized use or disclosure of Confidential Material. 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

1 Confidential Material, which notes must be maintained in a secure manner pursuant to  
2 paragraph 6 of this Agreement.

3 **8.** A Reviewing Representative may include: (a) an employee of the Receiving Party  
4 who is engaged in the conduct of the Proceeding and who needs to know the information to carry  
5 out that person's responsibilities in the Proceeding; (b) an attorney representing the Receiving  
6 Party in the Proceeding, including his or her associated attorneys, paralegals, or other employees  
7 ("Attorneys"); and (c) an expert or an employee of an expert retained by the Receiving Party for  
8 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 **9.** PG&E may identify certain Confidential Material as "Highly Confidential  
10 Material" by marking it "Highly Confidential Material." Unless otherwise agreed in writing by  
11 PG&E, employees of the Receiving Party shall not be entitled to access to Highly Confidential  
12 Material. Access to Highly Confidential Material shall be limited to Attorneys and Experts, and  
13 only to the extent they must have access to this material as part of their participation in this  
14 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.

15 **10.** A Reviewing Representative shall not be permitted to inspect, participate in  
16 discussions regarding, or otherwise access Confidential Material pursuant to this Agreement  
17 unless and until each and every such Reviewing Representative has first executed and delivered  
18 to PG&E a Nondisclosure Certificate in the form set forth in Appendix A to this Agreement  
19 ("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.

20 **11.** A Reviewing Representative may disclose Confidential Material to any other  
21 Reviewing Representative, as long as both Reviewing Representatives have executed and  
22 delivered a Nondisclosure Certificate to PG&E. In the event that any Reviewing Representative  
23 to whom Confidential Material is disclosed ceases to be engaged in the Proceeding or is  
24 employed or retained for a position whereby that person is no longer qualified to be a Reviewing  
25 Representative under paragraphs 7 and 8, and, where appropriate, paragraph 9, of this Agreement,  
26 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 Agreement. 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.

1           **12.** If the Receiving Party intends to submit or use in the Proceeding any Confidential  
2 Material such that the submission or use would result in a public disclosure of such Confidential  
3 Material, including, without limitation, the presentation of prepared testimony,  
4 cross-examination, briefs, comments, protests, or other presentations before the Commission,  
5 counsel for the Receiving Party shall communicate with counsel for PG&E as soon as possible  
6 and, where practicable, not later than five (5) business days prior to such use, and both counsel  
7 shall constructively explore means of identifying the Confidential Material so that the  
8 confidentiality thereof may be reasonably protected (including, but not limited to, submission of  
9 testimony and briefs under seal, and clearing the hearing room during examination, discussion, or  
10 argument concerning Confidential Material), while at the same time enabling an effective  
11 presentation. If PG&E and the Receiving Party are unable to agree upon a procedure to protect  
12 the confidentiality of the Confidential Material, the Receiving Party shall request an order from  
13 the principal hearing officer in the Proceeding, and PG&E reserves the right to oppose the  
14 Receiving Party's request. Except as expressly provided for herein, no use may be made of  
15 Confidential Material that would fail to protect its confidentiality without such an order from the  
16 principal hearing officer.

17           **13.** The principal hearing officer retains the discretion to review and evaluate the facts  
18 and circumstances involved in any proposed use of Confidential Material in Commission  
19 hearings, and the flexibility to respond in whatever manner is most appropriate under the  
20 circumstances, including the holding of in camera hearings.

21           **14.** Notwithstanding this Agreement, Confidential Material may be disclosed to a  
22 governmental, judicial, or regulatory authority requiring such Confidential Material pursuant to  
23 any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Material is  
24 submitted under any applicable provision, if any, for confidential treatment by such  
25 governmental, judicial or regulatory authority; and (b) prior to such disclosure, PG&E is given  
26 prompt notice of the disclosure requirement so that it may take whatever action it deems  
27 appropriate, including intervention in any proceeding and the seeking of any injunction to  
28 prohibit such disclosure. If a request for Confidential Material is made of the Receiving Party  
under any public records laws, including without any limitation the California Public Records  
Act, and the Receiving Party believes that it is obligated to disclose Confidential Material in  
response to such request, the Receiving Party shall provide PG&E with prompt notice of such  
request so that PG&E may seek a protective order or other appropriate remedy and/or waive  
compliance with the terms of this Agreement.

**15.** The Receiving Party agrees that any release, attempted release, or use of  
Confidential Material other than as contemplated by this Agreement is strictly prohibited and may  
cause PG&E irreparable injury which cannot adequately be compensated through pecuniary  
damages. PG&E shall be given prompt notice of the attempted release or use of Confidential  
Material so that it may take whatever action it deems appropriate, including intervention in any  
proceeding and the seeking of any injunction to prohibit such disclosure.

**16.** Nothing in this Agreement shall be construed as limiting the right of PG&E to  
object to the use or disclosure of Confidential Material, to require the use of additional protocols  
for the protection of Confidential Material, or to object to the use at hearings or in any other  
manner Confidential Material on any legal grounds, including relevance and any applicable  
privilege.



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

4           **18.** Failure to designate information or documents as Confidential Material prior to  
5 disclosure shall not be deemed a waiver in whole or in part of PG&E's claim of confidentiality,  
6 and PG&E shall have the right to designate or re-designate such information and documents at  
7 any time. Upon receipt of notice from PG&E of any new designation or re-designation, the  
8 Receiving Party thereafter shall treat said information or documents according to the new  
9 designation or re-designation, and/or will endeavor to return all copies of any newly designated or  
10 re-designated documents to PG&E in exchange for copies of the documents with the new  
11 designation.

12           **19.** The inadvertent disclosure of any information or documents which are subject to a  
13 claim of work product, the attorney-client privilege or other legal protection shall not waive the  
14 protection for such information or documents as long as PG&E requests their return and takes  
15 reasonable precautions to avoid such inadvertent disclosure. Upon written request, the Receiving  
16 Party shall return to PG&E any such protected information or documents inadvertently disclosed,  
17 together with all copies and any notes pertaining thereto.

18           **20.** This Agreement shall be governed and construed according to the laws of the State  
19 of California.

20           **21.** The provisions of this Agreement shall be severable, and in case any provision of  
21 this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability  
22 of the remaining provisions of the Agreement shall not in any way be affected or impaired  
23 thereby.

24           **22.** This Agreement sets forth the complete understanding of the parties hereto with  
25 respect to the subject matter hereof as of the date set forth above. This Agreement supersedes any  
26 prior understandings, discussions, or course of conduct (oral and written). Any modification or  
27 waiver of the provisions of this Agreement must be written, must be executed by both PG&E and  
28 the Receiving Party, and shall not be implied by any usage of trade or course of conduct.

**23.** This Agreement may be executed in separate counterparts by PG&E and the  
Receiving Party, each of which shall be fully effective as to the party executing it.

**24.** The principal hearing officer in the Proceeding shall resolve any disputes arising  
from this Agreement. 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.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date entered below on behalf of PG&E and the Receiving Party.

PACIFIC GAS AND ELECTRIC COMPANY

RECEIVING PARTY

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

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

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

Signature: \_\_\_\_\_

Erich Lichtblau  
Law Department  
Pacific Gas and Electric Company  
Post Office Box 7442  
San Francisco, CA 94120  
Telephone: (415) 973-1133  
Fax: (415) 973-0516  
Email: EFL5@pge.com

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

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

Attorney for  
PACIFIC GAS AND ELECTRIC COMPANY

Company/Firm: \_\_\_\_\_

Representing (name of party): \_\_\_\_\_

\_\_\_\_\_

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

3 Application of Pacific Gas and Electric Company  
4 Proposing Cost of Service and Rates for Gas  
5 Transmission and Storage Services for the Period 2015-  
6 2017.

(U 39 M)

Application 13-12- 012  
(filed December 19, 2013)

7 **NONDISCLOSURE CERTIFICATE**

8 I certify my understanding that access to Confidential Material is provided to me pursuant  
9 to the terms and restrictions of the Nondisclosure Agreement ("Agreement") for use in the  
10 above-captioned proceeding. I have been given a copy of and have read the Agreement and agree  
11 to be bound by it. I understand that the contents of Confidential Material and Highly Confidential  
12 Material (if I may have access to such material as provided in paragraph 9 of the Agreement),  
13 including any notes or memorandum or other form of information (including information  
14 received or maintained in electronic form) which copy or disclose such material, shall not be  
15 disclosed to anyone other than in accordance with the Agreement and shall be used only for the  
16 purpose of the above-captioned proceeding. I agree to honor the confidentiality of Confidential  
17 Material and Highly Confidential Material for two (2) years following the conclusion or  
18 termination of this proceeding as specified in the Agreement.

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

19 Signature: \_\_\_\_\_

20 Name: \_\_\_\_\_

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

22 Company/Firm: \_\_\_\_\_

23 Representing (name of party): \_\_\_\_\_

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

25 Business Phone: \_\_\_\_\_

26 Business Fax: \_\_\_\_\_

27 Email: \_\_\_\_\_

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**APPENDIX A**