

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

Application of SAN DIEGO GAS & ELECTRIC)
COMPANY for authority to update its gas and)
electric revenue requirement and base rates)
effective on January 1, 2008.)
(U 902-M))
_____)

Application No. 06-12-009
(Filed December 8, 2006)

Application of SOUTHERN CALIFORNIA GAS)
COMPANY for authority to update its gas)
revenue requirement and base rates effective on)
January 1, 2008.)
(U 904-G))
_____)

Application No. 06-12-010
(Filed December 8, 2006)

PROTECTIVE ORDER

**(as adopted by Chief Administrative Law Judge's Ruling Consolidating Proceedings
and Granting a Motion for Protective Order, dated January 2, 2007)**

1. This Protective Order shall govern access to and the use of all Protected Materials in these proceedings as hereinafter defined. This Protective Order acknowledges the consolidation of the Applications of San Diego Gas & Electric Company (SDG&E) and Southern California Gas Company (SoCalGas or SCG), and shall govern the proceedings for both companies. Notwithstanding any order terminating this docket, this Protective Order shall remain in effect for two (2) years after a final and unappealable order terminating these proceedings, or until, after notice and an opportunity to be heard, it is specifically modified or terminated by the Assigned Commissioner, the Assigned Administrative Law Judge (Assigned ALJ), the Law and Motion Administrative Law Judge (Law and Motion ALJ), or the California Public Utilities Commission (Commission). This Protective Order does not address the right of employees of the Commission acting in their official capacities to view Protected Materials, because Commission employees are entitled to view such Protected Materials in accordance with the requirements of Section 583 of the Public Utilities Code and the Commission's General Order 66-C.

2. This Protective Order shall govern the access to the Results of Operations computer models (RO models) of SDG&E and SoCalGas--including any changes, updates, or enhancements thereof--which were used to develop the revenue requirements for SDG&E and SoCalGas in these proceedings. This Protective Order shall also govern the access to the corresponding User Reference Guides for the RO models of SDG&E and SoCalGas. The RO models and corresponding User Reference Guides are Protected Materials. In addition, this Protective Order shall be available to and govern the use of all other Protected Materials produced by SDG&E, SoCalGas, and other Participants to these proceedings.

3. A Participant, as hereinafter defined, may designate as protected those materials which customarily are treated by that Participant as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Participant or its customers to risk of competitive disadvantage or other business injury.

4. Definitions - for purposes of this Order:

(a) The term "Participant" shall mean those entities and/or individuals who have entered an appearance in these proceedings. Those who have appeared in these proceedings on an "Information Only" basis shall not be regarded as a Participant for the purposes of this Protective Order.

(b) (1) The term "Protected Materials" means (A) materials (including depositions) in either hardcopy or electronic form provided by a Participant in response to discovery requests and designated by such Participant as protected; (B) any information contained in or obtained from such designated materials; (C) any other hardcopy or electronic materials which are made subject to this Protective Order by the Commission, by the Assigned Commissioner, by the Assigned ALJ, by the Law and Motion ALJ, by any court or other body having appropriate authority, or by agreement of the Participants; (D) hardcopy or electronic notes of Protected Materials; and (E) hardcopy or electronic copies of Protected Materials. The Participant producing the Protected Materials shall physically mark on each page the term "PROTECTED MATERIALS" or words of similar import as long as the term "Protected Materials" is included in that designation to indicate that they are Protected Materials. If the Protected Materials are produced in electronic form, the "PROTECTED MATERIALS" designation shall be inserted on each page as a header or footer. Protected Materials produced in electronic form may be

downloaded onto a secure computer network or onto secure computer hard drives for review and analysis purposes. Protected Materials may not be transmitted via the Internet.

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 4(b)(1). 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, 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 Order for Protected Materials.

(3) Protected Materials shall not include information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other agreement or duty to keep the information confidential.

(c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto by which Participants who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Order, and that such Participants have read the Protective Order 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 who has made an appearance in these proceedings for a Participant;
- (2) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (1);
- (3) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, or testifying in these proceedings;
- (4) a person designated as a Reviewing Representative by order of the Assigned ALJ or the Commission; or
- (5) employees or other representatives of Participants appearing in these proceedings with responsibility for this docket.

Notwithstanding 4(d)(1-5) above, a Participant has the right to refuse to provide a requesting Participant or Reviewing Representative access to Protected Materials if grounds exist

such that the requesting Participant or the Reviewing Representative could use Protective Materials for commercial or improper usage. If a requesting Participant disagrees with the Participant's refusal to provide Protected Material, the requesting Participant may seek resolution under the procedures set forth in Paragraph 11.

5. Protected Materials shall be made available under the terms of Protective Order only to Participants and only through their Reviewing Representatives.

6. Protected Materials shall remain available to Participants until an order terminating these proceedings becomes no longer subject to judicial review. If requested to do so in writing after that date, the Participants shall, within fifteen (15) days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Participant that produced them, and destroy Notes of Protected Materials and Electronic Notes of Protected Materials, except that copies of filings, official transcripts and exhibits in these proceedings that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 7 below. 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, mini-discs, diskettes, zip drives, and other storage devices) on which they were maintained. Within such time period each Participant, if requested to do so, shall also submit to the producing Participant an affidavit stating that, to the best of its knowledge: (1) all Protected Materials other than copies of filings, official transcripts and exhibits in these proceedings that contain Protected Materials have been returned; (2) all copies of filings, official transcripts and exhibits in these proceedings that contain Protected Materials either have been returned or will be maintained in accordance with Paragraph 7; and (3) all Notes of Protected Materials and Electronic Notes of Protected Materials have been destroyed. Until they are returned or destroyed, all Protected Materials and Notes of Protected Materials shall remain subject to the Protective Order.

7. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to this Protective Order.

8. Protected Materials, Notes of Protected Materials, and Electronic Notes of Protected Materials, shall be treated as confidential by each Participant and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of these proceedings, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of these proceedings and who needs to know the information in order to carry out that person's responsibilities in these proceedings. Participants and their Reviewing Representatives may 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 or judicial proceeding. 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.

9. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate. Participants shall serve executed Non-Disclosure Certificates on all Participants on the official service lists in these proceedings within seven (7) business days after they are signed.

10. A Reviewing Representative may exchange Protected Materials with any other Reviewing Representative for the same Participant as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. The foregoing does not preclude Reviewing Representatives for different Participants from discussing and/or sharing analyses of Protected Materials, analyses of Notes of Protected Materials, and information contained therein as long as each Reviewing Representative has executed a Non-Disclosure Certificate. Reviewing Representatives and Participants receiving such shared analyses shall treat them as Notes of Protected Materials. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 4(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in these proceedings, every person

who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and their certification.

11. The Assigned ALJ or the Law and Motion ALJ may resolve any disputes arising under this Protective Order. Prior to presenting any dispute under this Protective Order to the Assigned ALJ or the Law and Motion ALJ, the parties to the dispute shall use their best efforts to resolve it. Any participant that contests the designation of materials as protected shall notify the party that provided the protected materials by specifying in writing the materials whose designation is contested. If the Assigned ALJ finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply.

12. (a) All documents filed or served in these proceedings that reflect or contain Protected Materials (other than data responses and related correspondence from one Participant to another), including without limitation all motions, testimony, exhibits, briefs, and hearing transcripts, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Order. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Assigned ALJ and all Reviewing Representatives who have signed Non-Disclosure Certificates.

(b) If any Participant desires to include, utilize, or refer to any Protected Materials or information derived therefrom in testimony or exhibits at hearing in these proceedings, such Participant shall first notify both counsel for the producing Participant and the Assigned ALJ of such desire. Thereafter during the hearing, presentation of such Protected Materials will be governed by procedures determined by the Commission or the Assigned ALJ.

13. Nothing in this Protective Order shall be construed as precluding any Participant from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Protective Order shall be construed as precluding any Participant, or employees, agents, and other representatives of that Participant, whether they are Reviewing Representatives or not, from accessing that Participant's own Protected Materials, and the portions of any documents filed or served in these proceedings that contain such Protected Materials.

15. Nothing in this Protective Order shall preclude any Participant from requesting the Assigned ALJ, the Law and Motion ALJ, the Commission, or any other body having appropriate authority, to find that this Protective Order should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Order. The Assigned ALJ may alter or amend this Protective Order as circumstances warrant at any time during the course of these proceedings.

16. All Protected Materials filed with the Commission, the Assigned ALJ, or the Law and Motion ALJ, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials, are subject to this Protective Order.

17. If the Assigned ALJ, the Law and Motion ALJ, or the Commission finds at any time in the course of these proceedings that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Order for seven (7) business days from the date of issuance of such decision, and if the Participant seeking protection files an interlocutory appeal, until seven (7) business days after the final order resolving the question of confidentiality. None of the Participants 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.

18. None of the Participants 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. In particular, any actual or attempted release or use of Protected Materials or Notes of Protected Materials other than as contemplated under this Protective Order may lead to irreparable injury which could not adequately be compensated through Commission remedies or monetary damages, and may therefore be enjoined.

19. For confidential information containing extremely sensitive commercially information for which a Participant believes "Protected Materials" status would not provide sufficient protection, such Participant may designate and mark the documents "Protected Materials – Government Eyes Only" in which case the documents can only be produced and reviewed by federal or state government representative.

20. 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 Protective Order and shall be used only in connection with these proceedings. Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

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